1437

SUPREME COURT OF THE UNITED STATES.

No. 152.

JAMES ADAMS, EX'OR OF THOMAS LAW, DEC'D, ET AL., APPELLANTS,

vs.

JOSEPH E. LAW, BY HIS NEXT FRIEND, MARY ROBINSON.

ON APPEAL FROM THE CIRCUIT COURT, U. S., FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR WASHINGTON COUNTY.

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1438.

DISTRICT OF COLUMBIA, *to wit:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of March, being the twenty-eighth day of the same month, in the year of our Lord one thousand eight hundred and fifty-three, and of the independence of the United States the seventy-seventh.

Present: The Hon. William Cranch, chief judge; James Morsell, James Dunlap, assistant judges; Richard Wallach, esq., marshal; John A. Smith, clerk.

In the record of proceedings of said court, amongst others, are the following, to wit:

JOSEPH E. LAW, by his next friend, Mary Robinson, vs. THOMAS LAW and others, and James Adams, ex'r of Thos. Law. } In chancery.

Be it remembered, that heretofore, to wit, on the twenty-first day of March, in the year eighteen hundred and thirty-eight, a certain Joseph Edmund Law, by his next friend, Mary Robinson, by Brent & Brent, his solicitors, filed in the court here against the said Thomas Law and others and James Adams, executor of Thomas Law, deceased, the following bill of complaint and exhibits, to wit:

Bill of complaint.

J. E. LAW, by his next friend, Mary Robinson, vs. JAS. ADAMS, ex'r T. Law. } Bill.

To the honorable judges of the circuit court of the District of Columbia for Washington county.

Humbly showeth your orator, Joseph Edmund Law, by his next friend, Mary Robinson, that on the fifth August, in the year of our Lord 1834, Thomas Law, late of the county of Washington, in the District of Columbia, died seised of a valuable real and personal estate, and by his last will and testament, duly admitted to record and proven in the orphan's court of the county aforesaid, as the law directs, gave and bequeathed to your orator, the said Joseph Edmund, the sum of one thousand dollars, to be paid to him when he should arrive at the age of 21 years, the said sum to be invested, and the interes or proceeds thereof to be applied towards the support of the said Joseph Edmund, and to his education during his minority; and that by said last will and

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testament, James Adams, of said county, was named and appointed executor of said deceased, and has accepted the same and entered upon the duties of the same, as is therein shown by exhibit A.

(Copied p. 16.)

But so it is, may it please your honors, the said James Adams has not discharged the duties and trusts in him confided by said last will and testament, and it is so charged, that your orator aforesaid, by his next friend, states and charges that the said James ought to have invested the said one thousand dollars as directed, which he has not done, but refuses to do; also that notwithstanding he is directed to pay to your orator, the said Joseph Edmund to receive the interest and proceeds of said one thousand dollars when so invested, or at all events for his maintenance and education, the said James has not paid or applied the same or any part thereof for the said purposes, but refuses to do the same although often asked so to do. It is also stated and charged, that the object of said deceased Thomas Law was to provide for the support and education of said Joseph Edmund, who is poor and dependent alone upon what was left him by said deceased for the purpose, and that the said James has acted contrary to equity and good conscience in withholding the same, and that he is bound to pay the same and to have the same invested as directed, and ought to have had the same so invested immediately after the death of said Thomas, who intended by his said last will and testament that the same should be so done; and your orator, by his said next friend, says and charges, that he ought to have received in present money the interest of the said $1,000, which in and by the said will is directed to be by the said James invested, and to be applied for the said use of the said Joseph Edmund, and which the said James refuses, pretending at times that he has not assets for the same use, or that he cannot sell the real estate of said deceased to pay the same, and at other times that he is not bound to pay the same, &c.; all of which pretences, &c., are denied; and your orator aforesaid charges, that he has assets to pay the same, and if not, that he was bound to have caused the real estate of said deceased, which was sufficient, to be sold for the payment thereof; and that all of his said pretences and excesses are contrary to equity and good conscience. Your orator further charges and states, that he is ignorant of the amount, or value, or description of the personal or real estate of said deceased, and that said James knows the same and has all the papers relative thereto, and ought to be compelled to produce the same. The premises considered, and inasmuch as the said Joseph Edmund is remediless at law and can only have adequate justice done in the premises by a court of equity, your orator prays that the said James Adams may be made defendant to this bill of complaint, and that regular subpœna may issue, &c., and that he may be ordered and decreed to invest the said sum of one thousand as directed in said bill, and also to pay and account to your orators in such manner as your honors shall decree, the interest due upon the same and to be paid for the support and education of the said

Joseph Edmund; and also that he do upon his oath make an account of the estate real, mixed and personal of the said deceased, so far as may be necessary to do justice in the premises; how he has administered the same; where the same is situated; of what it consisted at the death of said deceased; if any has been sold, and what, and for what sum or sums of money; and also of the rents and profits of said estate and moneys belonging thereto; and also that if necessary the said real estate or a part thereof may be decreed to be sold, to pay the said sum of one thousand dollars by moiety as directed, and the interest thereon, &c.; and also that said thousand dollars may be invested in a way to secure the same for the benefit of your orators, the said Joseph Edmund, and that for these purposes all proper directions may be given.

Your orator, the said Joseph Edmund, by his next friend, prays for all other and further relief he may be entitled to in law, equity and good conscience, and if necessary, so to amend this bill of complaint as to have ample justice done; as in duty bound, and will ever pray, &c.

BRENT & BRENT,
For complainant.

WASHINGTON COUNTY,
District of Columbia, to wit:

Upon this 20th day of March, 1838, before me, a justice of the peace for the county aforesaid, appears Mary Robinson, the next friend of the said Joseph Edmund Law, the complainant in the aforegoing bill of complaint, and makes oath that the facts as therein stated as the knowledge of the said Joseph Edmund, and also as of her own knowledge, she knows to be true, and so far as stated to be derived from the information of others she believes them to be true.

Sworn to before me,

GEO. NAYLOR, *J. P.*

Whereupon the said cause by order of said court was regularly continued at rules until the first Monday of January, in the year eighteen hundred and thirty-nine, on which said last mentioned day, the said court, on the motion of the complainant by his solicitors aforesaid, made and passed the following decree nisi, to wit:

Decree nisi.

JOSEPH ED. LAW, by his next friend, Mary Robinson,
vs.
JAMES ADAMS, ex'r of Thos. Law, deceased.
} In chancery.

In this case, it having been shown to the court that subpœna issued, commanding the defendant to appear before the circuit court of the District of Columbia, for Washington county, on the fourth Monday of March, 1838, and that said subpœna was duly served upon the defen-

dant, and said defendant having failed to appear in person or by attorney to answer said bill of complaint, upon motion of the complainant by his counsel, it is ordered, upon this 14th January, 1839, that the matters and things stated in said bill of complaint be taken for confessed, and that the said defendant shall pay unto the said complainant the legal interest upon the sum of one thousand dollars from the fifth day of August, in the year 1834, until this day, for the purposes named in said bill of complaint. And it is further ordered and decreed that the said defendant shall vest in some profitable and secure, as directed in the last will and testament of said deceased Thomas Law, the sum of one thousand dollars, bequeathed to said complainant by said deceased Thomas Law, and that the income of the same be paid to said complainant quarterly, to be applied to his maintenance and support. This decree to be final at the term next succeeding that which this decree shall be returned executed, unless then cause be shown to the contrary.

It is further ordered and decreed that the said complainant do recover of the defendant his costs, &c.

By order of the court.

Test: W. BRENT, *Clerk.*

On which said decree was the following endorsement, to wit:

"Served copy of the within, Jan'y 14th, 1839, ten minutes before court adjourned, on James Adams the defendant.

"ALEX'R HUNTER,
"*Marshal.*"

Thereupon the said cause, by order of the court and the agreement of the solicitors in this cause, was regularly continued at rules unto the fourth Monday of March next.

On which said last mentioned day the complainant by his solictor came into court; and also the said James Adams, executor of the last will and testament of Thomas Law, deceased, by Messrs. Coxe and Carlisle, his solicitors; and the said James Adams, by his said solicitors, filed here in court the following answer, to wit:

Answer of J. Adams.

The answer of James Adams, executor of Thomas Law, to the bill of complaint of Joseph Edmund Law, by his next friend Mary Robbinson.

This respondent, saving and reserving to himself all and all manner of benefit of exceptions to the manifold errors, uncertainties, imperfections and impertinences in the said bill of complaint contained; nevertheless, for answer thereunto, or to so much as he is advised it is at all material for him to answer, doth respond and say: That it is true that this respondent was, in and by the last will of Thomas Law, deceased, duly proved and recorded, and an authenticated copy whereof is herewith exhibited, marked A , and prayed to be taken as part of this answer, named and constituted the executor of said

Thomas Law's last will and testament aforesaid, and that he did assume and take upon himself to discharge the duties of such executorship. And this respondent further saith, that he hath been diligent and faithful in the discharge of said duties, and hath exercised to the best of his ability the discretion vested in him in and by said will.

And this respondent further answering says, that he admits that there is a legacy left in and by the said last will and testament of said Thomas Law, of one thousand dollars, to be paid to the said complainant on his arriving at the age of twenty-one years, which sum is directed by the testator to be invested, and the interest or proceeds thereof to be applied toward the support and education of the said complainant during his minority.

And this respondent further answering says, that the said Thomas Law died seised of a large amount of real estate, principally in the city of Washington, and of certain personal estate likewise; and for a particular account thereof, together with the valuation thereof, made by the order and authority of the corporate authorities of the city of Washington, for the purpose of assessing the taxes thereon, this respondent respectfully refers to the exhibit marked No. 1, defendant's exhibit herewith filed and prayed to be taken as part of this answer. And for a particular account of the debts claimed to be due by the said Thomas at the time of his death, so far as he has been able to ascertain them, this respondent respectfully refers to the exhibit marked No. 2, defendant's exhibits , which is herewith filed and prayed to be taken as part of this answer; and for a particular account of the receipts and expenditures by this respondent, as executor as aforesaid, this respondent respectfully refers to the exhibit marked No. 3, defendant's exhibit , herewith filed and prayed to be taken as part of this answer.

And this respondent further answering saith, that the said Thomas Law in his lifetime, to wit, on the 17th day of July, 1823, did make and execute and duly record a declaration of trust and covenant to stand seised to the use of a certain William Blane, of Winkfield Park, in the kingdom of Great Britain, of and in one-sixth part of certain real estate therein mentioned, and did thereby acknowledge and declare that the said William Blane was to that extent interested in the purchases and improvements in the city of Washington therein mentioned, a copy of which said declaration or covenants is herewith exhibited, marked No. 5, defendant's exhibit (copied p. 25,) and prayed to be taken as part of this answer.

And this respondent further answering says, that there were various conveyances and agreements, ante-nuptial and post-nuptial, between the said Thomas Law and his wife Elizabeth P. Custis, or some one on her behalf, or some trustee or trustees for her benefit, to which reference is made in the codicil to the said last will and testament herewith exhibited; and that certain devises and bequests are made in the said codicil to three of the grandchildren of the said Thomas and Eliza, to wit: the sum of five thousand dollars each to Edmund, Eliza and

Eleanor, children of Eliza P. Rogers, upon condition that if the said legatees or either of them should claim, ask, demand, sue for, recover or receive any portion of his, the said Thomas's, estate, rights or credits, either in his lifetime or after his decease, under and by virtue of the said conveyances, agreements or deeds, then the said bequests to be null and void.

And this respondent further answering says, that he is informed and believes that the said children of the said Eliza P. Rogers, by their father and next friend Lloyd Rogers, do claim and demand some portion of the estate of the said Thomas Law, under and by virtue of some of the said settlements and deeds made for the benefit of their grandmother, but under which of them, or to what extent, or by what legal right, this respondent is not informed.

And this respondent further answering says, that the said William Blane hath departed this life, as this respondent is informed and believed, and hath left a will and executors named therein; and as this respondent is further informed and believes, the said executors have constituted, nominated and appoin'ed a certain George Cadwallader, of Philadelphia, their attorney in fact, to claim and demand all the right and estate which were of him, the said William Blane in his lifetime, of, in and to the said real estate and improvements so as aforesaid purchased and owned in the city of Washington by the said Thomas Law and the said William Blane.

And this respondent further answering says, that there are in the said will of the said Thomas Law, deceased, certain bequests to the grandchildren of the testator, sons of the late John Law, to wit, Thomas and Edmund Law, and they are both, as this respondent believes, *both* of full age; and that there is also a bequest to a lad bearing the name of the testator, and the child of Margaret Jones, and that he believes the said son of Margaret Jones, called Thomas Law, is also of full age. And this respondent further answering says, that the said real estate hath not been sold except a small portion thereof, as appears in exhibit marked No. 3, defendant's exhibit ( ) because this respondent is directed, in and by the will which he has undertaken to execute, to exercise his discretion in reference to such sale; and because this respondent, in the exercise of that discretion, hath not thought it proper or beneficial for those interested under the said will to make such sale until the precise extent of the interest of said William Blane's representatives in the same shall have been judicially ascertained, and until the said real estate shall have been divided or the said representatives of the said Blane shall have joined in some authority to this respondent to act in the premises, or until by a decree of the court such division or sale shall have been directed.

And this respondent further answering says, that exclusive of the said real estate there are no assets in his hands to enable him to execute the said directions of the said Thomas Law, in reference to the investment of the said sum of one thousand dollars for the said complainant's support and education; nor has he been able at any time, with proper re-

gard to his duties under the said will, to invest or pay over any sum for the benefit of the complainant; but this deponent is ready and willing, and submits himself to do in the premises whatever your honors may direct.

And to the end that all the parties interested under the said will of the said Thomas Law may severally appear and interplead in this cause, and the interest of each be ascertained, and such order and decree made by the court for the sale or division of the said real estate as may to the court seem equitable and beneficial to those concerned; and that the said estate of the said Thomas Law, real, personal, and mixed, may be justly and legally and beneficially distributed under the said will, and that such distribution may be final and authoritative upon all the parties who may have any interest therein; this respondent humbly prays the court that the complainant may be ordered to amend his bill of complaint, so that the said Thomas and Edmund Law, sons of the late John Law, and the said Thomas Law, the son of Margaret Jones, and the said Edmund, Eliza, and Eleanor Rogers, by their next friend, Lloyd Rogers, or otherwise as shall be lawful, and the said George Cadwallader and the legal representatives of the said William Blane, when they shall be ascertained, may be made parties thereto, and may severally appear and interplead in this cause.

And this defendant further answering says, that he admits that applications have been made to him as charged in the bill, to pay over the proceeds or interest of the said legacy for the complainants' support and education; but this respondent denies that has refused to comply with such request for any other reason than the herein before stated, and asserts that his only motive throughout a conscientious desire to discharge his duty faithfully as executor of the said Thomas Law; and that the exhibits herewith filed, and made part of this answer, contain a full and particular account of the said estate and of the assets in the hands of this respondent; and this respondent denies all and all manner of fraud, combination, or unlawful confederacy, and again declares that he is only desirous to act in the premises as executor of the said Thomas Law, deceased, under the directions and indemnity of the honorable court.

R. S. COXE & J. M. CARLISLE,
Solicitors.

DISTRICT OF COLUMBIA,
Washington county, to wit:

On this twenty-third day of March, 1839, before me, the subscriber, a justice of the peace in and for the county aforesaid, personally appears James Adams, executor of Thomas Law, deceased, and makes oath on the holy evangely of Almighty God, that the matters and things stated in the aforegoing answer, as far as they purport to be facts within the personal knowledge of the respondent, and of his own actings and doings, are justly and truly stated, and so far as they purport

to be derived from the knowledge of others, he believes them to be true.

W. THOMPSON.

Which answer is thus endorsed, to wit:

"See also the agreement of Messrs. Brent and Brent, filed in the case, as follows:

"The within answer agreed to be taken as an answer to the amended bill. BRENT & BRENT.

"Which agreement was made after the complainant had amended his bill, as suggested by this defendant in this answer.

J. M. C."

Exhibit A.—Last will and testament of Thos. Law.

T. Law's will.

I, Thomas Law, of the city of Washington, in the district of Columbia, being in health and in the enjoyment of my intellectual faculties, now make my will.

My property consists of an estate called the Retreat, and a few acres of land situated near the same which I purchased of Mr. Hebb, in Prince George's county, Maryland, and of houses and lots in the city of Washington, in a part of which my friend, William Blane, of London, holds a share of one-sixth, and some Corporation of Washington stock; I have also a small house and lot in St. Augustine, Florida, and a title to lands in the State of Illinois which I purchased for taxes.

I have settled upon the children born of my daughter Eliza, who married Lloyd Rogers, esq., more than I fear my other grandchildren will receive, unless my property should rise in value, and in that event I may make another will.

I hereby authorize and empower my executor, herein after named, to sell all the property of which I may die possessed, (excepting such portions thereof as may be herein specially devised; and I direct the sale to be made as soon as it can, in his opinion, be done to the advantage of my estate. I direct my executor to settle and pay all my debts as soon as may be practicable after my decease, and to sell or otherwise dispose of my property for that purpose.

I give and bequeath to my grandchildren, Thomas and Edmund Law, the sons of the late John Law, esq., of Washington, the sum of five thousand dollars each, to them and their heirs forever, to be paid when they shall respectively arrive at twenty years of age, the said sums of five thousand dollars (making ten thousand) I direct to be invested, and the interest or proceeds thereof only to be applied towards the support and education of the said Thomas and Edmund during their minority; and in case neither of my said grandchildren, Thomas and Edmund, should live to the age of twenty-one years, then and in that case the said sum of ten thousand dollars shall be and constitute a part of the remainder herein after devised. I further give and bequeath to

the said Thomas and Edmund all my right, title, and interest in and to the lands in the State of Illinois, which I have purchased for taxes, the same having been the property of their father. I have paid taxes many years for these lands to preserve them. In case the interest or proceeds of the said sum of ten thousand dollars should not be equal to the sufficient support and education of the said Thomas and Edmund, of which my executor shall be the judge, I direct that so much of the Illinois land shall be sold, and the proceeds thereof applied to make up the deficiency, if it should be necessary by a failure of other funds to be collected from their mother's estate.

I give and bequeath to a lad bearing my name, the son of Margaret Jones, and to a lad named Joseph Edmund Law, the son of Mary Robinson, the sum of one thousand dollars each, to be paid to them when they shall respectively arrive at the age of twenty-one years; the said sums of one thousand dollars (making two thousand dollars) to be invested, and the interest or proceeds thereof only to be applied towards their support and education during their minority; and in case either of them should not live to the age twenty-one years, then and in that case the said sum of one thousand dollars hereby bequeathed, and, in case both should die during their minority, then the said sum of two thousand dollars, shall be and constitute a part of the remainder herein after devised.

To my friend Wm. Blane, of London, (who purchased with me lots in the city of Washington to the amount of thirty thousand pounds sterling, and who advanced one thousand pounds sterling towards improvement,) I give and bequeath all the remainder of my property to him and his heirs forever, after paying all debts and the bequests herein devised. My heirs will not be displeased by my attentions to Mr. Blane; he has an amiable family and has been unfortunate with me in the city purchase, and as he is the only one who has lost by me, I am anxious that he should not be a sufferer. Happily my relations are above any aid from me.

My pictures of views in India, now at Mr. Selden's, I leave to my loved nephew, Charles Rumbold.

I have shares which cost me eight thousand dollars in the Potomac Company. I think that the directors and stockholders had not any authority to transfer my rights to the new company; I therefore direct my executor to take a legal opinion in this case, and act according thereto.

I hereby appoint Mr. James Adams my executor to act as he thinks I would if living, and in carrying into effect this my last will; and I desire that security may not be exacted from him beyond one thousand dollars; and I also appoint Mr. William Brent to be my executor should Mr. Adams decline to act, or remove, or die before the executorship is closed.

THOMAS LAW, [SEAL.]

Signed, sealed, published, and declared by Thomas Law, the above

testator, as and for his last will and testament, in our presence, who in the presence and at the request of the said testator, and in the presence of each other, have subscribed our names as witnesses hereto, on this tenth day of September, in the year eighteen hundred and thirty-two.

M. D. C. MARSH, [SEALED.]
SEPTIMUS L. CARTWRIGHT, [SEAL.]
SETH CARTWRIGHT, [SEAL.]

DISTRICT OF COLUMBIA,
Washington county, to wit:

ORPHANS' COURT, *Aug.* 5, 1835.

This day appeared in court Septimus L. Cartwright, one of the subscribing witnesses to the aforegoing last will and testament of Thomas Law, late of Washington county aforesaid, deceased, and made oath on the holy evangels of Almighty God, that he did see the testator therein named sign and seal this will; that he published, pronounced, and declared the same to be his last will and testament; that at the time of so doing he was, to the best of his apprehension, of sound and disposing mind, memory, and understanding; and that he, together with Seth Cartwright and M. D. C. Marsh, the other subscribing witnesses, respectively subscribed their names as witnesses to this will in the presence and at the request of the testator and in the presence of each other.

At the same time appeared Seth Cartwright, one other of the witnesses to the aforegoing last will and testament of Thomas Law, deceased, and solemnly, sincerely and truly affirmed, that he did see the testator therein named sign and seal this will; that he published, pronounced and declared the same to be his last will and testament; that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he, together with M. D. C. Marsh and Septimus L. Cartright, the other subscribing witnesses, respectively subscribed their names as witnesses to this will, in the presence and at the request of the testator and in the presence of each other.

Test: HENRY C. NEALE,
Reg'r Wills.

Be it known that I, Thomas Law, hereby declare and publish this codicil to the aforegoing and annexed will, which was dated on the tenth day of September, in the year eighteen hundred and thirty-two, in addition to and in alteration thereof, in the words following:

I give and bequeath to my three grandchildren, Edmund, Eliza and Eleanor, children of my late daughter, Eliza P. Rodgers, the sum of five thousand each, to them and each of them and their heirs forever; provided, and with this express condition, namely, that if the said children of my said daughter Eliza, or either of them, or any person or persons in their behalf or account, or in behalf or on account of

either of them, as heirs or heir at law, or devisees or devisee of their grandmother, the late Eliza P. Custis, shall claim, ask, demand, sue for, recover or receive any part or portion of my estate, rights or credits, either in my lifetime or after my decease, under or by virtue of a certain indenture tripartite, bearing date the nineteenth day of March, seventeen hundred and ninety-six, entered into by and between Thos. Law and E. P. Custis; or under or by virtue of another indenture tripartite, bearing date the eighth of May, in the year eighteen hundred, entered into by and between Thomas Law, Eliza P. Custis and Thomas Peter; or under or by virtue of another indenture, bearing date ninth of August, eighteen hundred and four, entered into by and between Thos. Law, George Calvert and Thos. Peter; or under or by virtue of any other indenture, deed or instrument of writing which the said Thomas Law and E. P. Law, or E. P. Custis, may have been parties, or to which any other person or persons with the said Thomas Law may have been parties, for the benefit of the said E. P. Law or E. P. Custis, or her heirs; then and in that case the bequest in this codicil to be null and of no effect, otherwise to remain in full force and virtue in law as my last will and testament, hereby declared and made known.

I direct my executor before named, in case the terms of this codicil be not acceptable to my said grandchildren mentioned in this codicil, to contest with them to the utmost their right to claim or receive any portion of my estate, rights or credits, under or by virtue of the indentures before named, or any other. He will, of course, carry into effect my intentions herein set forth in regard to either of them agreeing or disagreeing to the terms of this codicil.

I further direct, that in case the proceeds of my estate should not be sufficient to pay all the above bequests, that they should be distributed pro rata among the legatees before named in the foregoing will and this codicil; and I hereby revoke all wills previous to the date of the foregoing, to wit, on the seventh day of September, in the year eighteen hundred and thirty-two.

THOMAS LAW, [SEAL.]

Signed, sealed and delivered, published and declared by Thomas Law, the above testator, in and for his last will and testament, in our presence, who, in the presence and at the request of the said testator and in the presence of each other, have hereto subscribed our names as witnesses hereto, on this twenty-fifth day of July, in the year of our Lord eighteen hundred and thirty-four.

TH. L. THURSTON,
L. OSBORNE,
J. H. BAKER.

DISTRICT OF COLUMBIA,
Washington county, to wit:

ORPHANS' COURT, *August* 5, 1834.

This day appeared in court Thomas L. Thurston and John H. Ba-

ker, two of the subscribing witnesses to the aforegoing codicil of Thomas Law, late of Washington county aforesaid, deceased, and made oath on the holy evangels of Almighty God, that they did see the testator therein named sign and seal this codicil; that he published, pronounced and declared the same to be a codicil to his last will and testament; that at the time of so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they, together with L. Osborne, the other subscribing witness, respectively subscribed their names as witnesses to this codicil, in the presence and at the request of the testator and in the presence of each other.

Test: HENRY C. NEALE, *Reg. Wills.*

DISTRICT OF COLUMBIA,
Washington county, to wit:

I certify that the aforegoing is a true copy from the original filed and recorded in my office.

Witness my hand and seal of office, this 3d day of April, 1835.

[SEAL.] HENRY C. NEALE, *Reg'r Wills.*

B 1, *and exhibit No.* 5, *in J. Adams's answer.*

Trust—Law to Blane.

Thomas Law to William Blane.

Declaration of Trust, recorded July 17, 1823.

To all persons to whom these presents shall come, Thomas Law, of the city of Washington, in the District of Columbia, sends greeting: Whereas the said Thomas Law became a purchaser from Robert Morris, late of the city of Philadelphia, in the State of Pennsylvania, John Nicholson, late of the same place, and James Greenleaf, of the city of New York, of certain lots, pieces or parcels of land, in the city of Washington, in the District of Columbia, for the sum of fifty thousand pounds, currency of Pennsylvania; and whereas the said Thos. Law hath subsequently purchased other lots in the said city from divers persons, all of which said lots, excepting such as have been sold, now stand in the sole name of Thomas Law, and on which said lots sundry houses and improvements have been erected by the said Thos. Law: And whereas William Blane, of Winkfield Park, in the kingdom of Great Britain, being jointly concerned with the said Thomas Law in the said purchase, lots, buildings and improvements, he, the said Thos. Law, did, sometime in or about the month of May, 1795, draw bills of exchange on the said Wm. Blane to the amount of $24.279, or £5,000 sterling, lawful money of G. Britain; which bills were duly paid by the said Wm. Blane: And whereas the said Wm. Blane hath since paid to the said Thomas Law the further sum of £1,000 sterling, lawful money of G. Britain, paid by the said Wm. Blane to the said Thomas Law, on account of the said purchase, lots, buildings and improvements: Now these presents witness, and the said Thomas Law doth hereby

acknowledge and declare, that he hath had and received of the said Wm. Blane the said several sums of money above mentioned, on account of his share or proportion of the capital employed, or to be employed in the purchase, building and improvements of the said lots in the said city of Washington, and doth hereby for himself, his heirs, executors, administrators and assigns, covenant and declare to and with the said Wm. Blane, his heirs, executors, administrators and assigns, that he, the said Thomas Law, his heirs, executors, administrators and assigns, shall and will, from time to time, and at all times hereafter, stand seised and be possessed of, and interested in, the said lots and the buildings erected and built, and to be erected and built thereon, and of all and every the improvements, rents, issues, produce and profits of the said lots, hereditaments and premises, to the extent of one-sixth thereof, being the interest in the same to which the said William Blane is entitled by virtue of the above recited sums of money, paid by the said Wm. Blane to the said Thomas Law, excepting, nevertheless, all lots bought and houses built by the said Thomas Law, upon his own account exclusively, upon trust only and for the sole use and benefit of him, the said Wm. Blane, his heirs, executors, administrators and assigns, and shall and will dispose thereof as he or they shall direct and appoint.

In witness whereof the said Thomas Law hath hereunto set his hand and seal, the 17th July, 1823.

(Signed) THOMAS LAW, [SEAL.]

Signed, sealed and delivered in the presence of—
(Signed) GEO. W. DAWSON.

Acknowledged before WM. HEWITT, and
THOS. CARBERY,
Justices of the peace.

Thereupon the said cause, by consent of the respective parties by their solicitors aforesaid, and by order of the court, was regularly continued at rules until the first Monday of May next.

On which said last mentioned day came into court here the said complainant and the said defendant by their said respective solicitors; at which time the said complainant, by leave of the court here first had and obtained, filed in court here the following amended bill of complaint, to wit:

Amended bill.

To the honorable judges of the circuit court of the District of Columbia:

The amended bill of complaint respectfully showeth, that in addition to the matters charged in the original bill of your orator, which is made part of this amended bill, the said Thomas Law, the testator, on the 17th July, 1823, executed to a certain William Blane, of Winkfield Park, in G. Britain, a declaration trust, for the purpose of securing to

the said William Blane an undivided sixth part of certain real estate of the said Thomas, as appears by the exhibits of James Adams, No. 5; that said William Blane died abroad, and by his last will and testament nominated as his executors and trustees and devisees, Nathaniel Newnham, Geo. Lewis Newnham Colleywood, William Maxwell Alex'r and Wm. Lewis Rham; and that by a codicil to said will, the said William associated with the said trustees and devisees, his sons, David Anderson Blane and Robert Blane; that George Lewis Newnham Collingwood, William L. Rham, D. Anderson Blane and Robert Blane, proved said will on the 23d December, 1835; that George Lewis Newnham Colleywood has since deceased, and all the other heirs, devisees, trustees and representatives of the said William Blane, reside in foreign parts beyond seas, either in the kingdom of Gt. Britain or elsewhere; and your orator prays that an order of publication may be directed against the said foreign devisees and representatives of said William Blane above named, as well as any other representatives of said Blane, when ascertained.

That said Thomas Law also left certain representatives and legal heirs, and particularly Thomas Law and Edmund Law, the sons of John Law, deceased, whom your orator prays may be made defendants, as well as the other heirs of Thomas Law, when ascertained; and that an order of publication may be granted against the non residents, heirs and representatives of said Thomas Law, who are unknown to the complainant, as well as the said Thomas Law and Edmund Law, who are also non-residents.

That as your orator is informed, (but of this is ignorant and does not admit the fact,) the said Thomas in his lifetime executed certain nuptial contracts for the benefit of his wife, Eliza P. Custis, and deeds of trust to various persons for her benefit; that the said E. P. Law (formerly Custis) is deceased, leaving various unknown representatives, or those who claim to be such, all residing beyond the jurisdiction of this court, and particularly Edmund, Eliza and Eleanor Rodgers, all of them infants, who, with the other heirs of said Eliza, your orator prays, may be made defendants hereto, and answer by guardian or otherwise, and that publication may be granted against the representatives of said Eliza P.

Your orator also prays that Thomas Law, the son of Margaret Jones, may be made defendant hereto, and that process may issue against him, he being intercolated in said estate; and that your honors will decree a sale of so much of said real estate and property of said Thomas Law as will satisfy the legacy to your orator. And your orator will ever pray, &c.

BRENT & BRENT.

Thereupon the said cause, by consent of the solicitors of the said complainant and defendant, and by order of the court, was continued regularly at rules until the third Monday in October, in the year eighteen hundred and forty-seven. On which said last mentioned day, came

into court here as well the said complainant as the said defendants, by their respective solicitors; and the above named Thomas and Edmund Law, by Jos. H. Bradley, esqr., their solicitor, filed in court here the following answer, to wit:

Answer of Thos. and Ed'd Law.

The joint and separate answer of Edmund and Thomas Law to the bill of complaint of Joseph Edmund Law, and the amendment thereto.

These defendants, each for himself, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit of exception and advantage to the manifold errors, uncertainties and insufficiencies in the said complainant's bill of complaint contained, nevertheless for answer thereto, or to so much thereof as they are advised it is necessary or proper for them to answer, say, that true it is, as they are severally informed and believe and as stated in said bill and amended bill, that Thomas Law, late of the county of Washington aforesaid, died seised of a valuable real and personal estate, and by his last will and testament bequeathed to the said Joseph Edmund the sum of one thousand dollars, to be paid and applied as is stated in said bill. That James Adams, the executor appointed by said will accepted the trusts therein contained. That they do not, nor does either of them, know whether he has ever paid the complainant the said legacy.

These defendants, each for himself, admits the execution and probate of said will of said Thomas Law exhibited with said bill, with all the devises and bequests therein; and each for himself claims the bequest therein made in his favor. And each of these defendants protests against any claim or demand of the grandchildren of the said Thomas Law, children of Eliza P. Rodgers, or of any or either of them, under or by virtue of a certain indenture tripartite, bearing date the 19th day of March, 1796, mentioned in said will, or under or by virtue of any other indenture, upon any part or portion of the estate of which the said Thomas Law died seised or possessed.

And these defendants, each for himself, prays an account of the estate of the said Thomas Law, deceased, in the hands of his said executor, James Adams, and that the said legacies in the said will left to these defendants respectively may be paid to them by the said executor.

And these defendants, having fully answered, pray to be hence dismissed with their reasonable costs.

JOS. H. BRADLEY,
Solicitor for Edmund and Thomas Law.

And at the same time came into court here William Lewis Rham and Robert Blane, by their solicitor, Richard S. Coxe, esqr., and filed therein the following answer and exhibits, to wit:

Answer of Rham and Blane.

The joint and several answer of William Lewis Rham and Robert Blane, in their capacity as trustees and executors as hereinafter stated of William Blane, deceased, to the bill of complaint and amended bill of Joseph Edmund Law, by his next friend, against James Adams, executor of Thomas Law, deceased, these respondents and others, defendants.

These respondents, now and at all times hereafter saying and reserving to themselves the many and manifest errors, irregularities, uncertainties and defects in the said complainant's said bill of compla nt contained, nevertheless for answer thereunto, or unto so much thereof as these respondents are advised that it is material or necessary for them to make answer unto, they answer and say, that they believe it to be true and therefore admit, that the said Thomas Law, in said bill of complaint mentioned, did die some time in the year eighteen hundred and thirty-four, seised of a legal or equitable estate in and to a large amount, of real estate in the District of Columbia and in the State of Maryland, and also possessed of some personal estate, but these respondents are not sufficiently informed either of the quantity or character of said estate, either real or personal, its situation, title or value, to be able to give any statement of the same, but hope that all that may be necessary to be known to this honorable court in relation to the same may be fully established and proved in the progress of this cause. And further answering these respondents admit, that they have heard and believe that said Thomas Law, prior to his said decease, did make and execute his last will and testament and a *a* codicil thereto, and did and by the same nominate and appoint James Adams, esquire, of the city of Washington, his executor and trustee, and that said James Adams proved the same in the orphans' court of the District of Columbia, for the county of Washington.

But these respondents, having no personal knowledge of the matter, submit to this honorable court to decide, when the said instruments shall be produced and duly proved, whether the same be effectual in law to pass any and what interest in the estate of said Thomas Law, and what extent of interest and to whom. And they also admit, that they have heard and believe that the said James Adams has obtained letters testamentary from said orphans' court upon the estate of said Thomas Law, and has assumed upon himself, performed and executed to some extent the duties of executor and trustee under the same, but what he has done, or how far his acts and doings are in conformity with law and his duties, these respondents are ignorant and can neither admit nor deny, but leave to said parties to prove and establish the same to the satisfaction of this honorable court.

And in relation to so much of said bill of complaint as more immediately related to these respondents in their character as aforesaid, and to their testator, the said William Blane, deceased, these respondents further answering say, that they have been informed and believe, and

therefore aver, that said Thomas Law in his lifetime, and as much as forty years since, was entrusted by said William Blane, now deceased, with large sums of money and credit, and that he invested the said money in conjunction with funds of his own in the purchase of a large amount of real property in the city of Washington, D. C.; that he took the conveyances for the same in his own name, and appeared to be and was, so far as regards the legal title, the sole proprietor of said real estate; notwithstanding, however, he was in equity a trustee for the said William Blane for his interest and proportion of the same. And further they say, that on or about the 17th day of July, 1823, he, the said Thomas Law, in execution and fulfilment in part and to that extent of his duties as such trustee, made and executed in due form of law a deed or declaration of trust, in and by which, after reciting the interest and concern of said Blane in said purchase in said city of Washington, and the advance and payment of the money therein mentioned on account of said interest, he, the said Thomas, did covenant and declare that he, the said Thomas Law, his heirs, executors, administrators and assigns, should and would stand seised, and be possessed of, and interested in the lots and buildings therein mentioned, and of the improvements, rents, issues and produce thereof, to the extent of one-sixth part thereof, being the interest in the same to which the said William Blane was entitled. And these respondents aver, that the said deed or declaration of trust was duly executed by said Thomas Law, and duly recorded according to law among the land records of the county of Washington; and they refer to the same or to a copy thereof from said records, and herewith filed as their exhibit B. 1, (copied p. 25,) for a more full and minute statement of its contents. And these respondents are advised by their counsel and therefore submit to this honorable court, that the said deed and declaration of trust was and is ample and sufficient in law to make and constitute, and to prove and establish, as antecedently existing, and from the time of the purchases by said Thomas Law as therein set forth, the said William Blane as the cestui que trust of and in the one equal sixth part of said property therein mentioned, and as entitled to have and receive from said Thomas Law and his representatives the one-sixth part of the rents, issues and produce thereof, with interest from the time the same was or ought to have been collected and received by said Law.

And these respondents aver, that they are and each of them is ignorant of the amount, situation and description of the real estate so held by said Law in trust as aforesaid, and are unable to furnish any schedule or list thereof; and they are equally ignorant of and equally incapable of stating and exhibiting the amount of the rents, issues and produce of the same and when the same were received or receivable. But they pray that your honors will cause a reference to be made to the auditor or other proper officer of the court to examine and state the same, and that the parties to this proceeding may severally furnish such information as they may respectively possess, and produce such documents, books and papers as they may have the possession, knowledge and

control of relating to the matters aforesaid, and that these respondents may have and receive the amount which shall appear to be justly due and owing on the account aforesaid to the said William Blane or his representatives, whether the same was received or receivable by said Law in his lifetime, or by his representatives, or those claiming to be such, since his death.

And these respondents further say, that in and by the supposed last will and testament of said Thomas Law, abovementioned, dated the tenth September, 1832, after sundry devises and bequests, to be devised and bequeathed as follows: "To my friend William Blane, of London, who purchased, with me, lots in the city of Washington, to the amount of thirty thousand pounds sterling, and who advanced one thousand pounds sterling towards improvements, I give and devise all the remaining property to him and his heirs forever, &c.," as by reference to the same will more fully appear. And these respondents are advised, and therefore aver, that the said recognition and acknowledgment of the amount of said William Blane's interest in said purchases, and of his advances, which these respondents believe to be true, in itself is binding and obligatory on the representatives of said Law as evidence of the same.

And further these respondents say, that the said William Blane departed this life on or about the 22d day of November, in the year 1835, having first made and published his last will and testament, dated the 16th day of February, 1833; and also a codicil thereto, of the same date with said will; also a second codicil, dated 8th October, 1834; also a third codicil, dated 14th September, 1835, all of which were duly proved in the prerogative court of Canterbury, (England,) at London, on the 23d day of December, in the year 1835, as by the said last will, codicils, and probate, hereunto annexed, and marked exhibit B 2, (copied p. 40,) will more fully and at large appear. And whereas the said will and codicils were proved by, and letters testamentary granted to, George Lewis Newnham Collingwood, William Lewis Rham, David Anderson Blane, and Robert Blane, of whom the said George Lewis Newnham Collingwood has since departed this life, and the said David Anderson Blane hath never acted in the trusts created by said will and codicil, and is now resident in India, whereby the said William Lewis Rham and Robert Blane are the only acting executors and trustees under the same. And they do hereby appear in this honorable court on behalf of the said estate, so far as they are lawfully authorized and empowered to do under the circumstances aforesaid.

And these respondents further say, that they have heard and believe that said Thomas Law, many years since, married Elizabeth Park Custis, and that he executed sundry instruments of writing purporting to be settlements, partly before and in anticipation of said marriage, and part after said marriage. That Lloyd Rogers, of Maryland, married the only daughter and child of said Thomas and Elizabeth; that said Elizabeth separated from her said husband, and has since died, and that

said Lloyd Rogers has obtained letters of administration upon her estate, and claims that there are large sums of money due to him as administrator as aforesaid, upon the estate of said Elizabeth, from the estate of said Thomas Law. And further, that the said Mrs. Rogers is also dead, and has left three children, all of whom are now living, viz: Lloyd N. Rogers, Edmund Law Rogers, and Eleanor A. Rogers, some of whom are believed to be still infants, and within the age of twenty-one years, and reside in Baltimore, in the State of Maryland; and that they, or their father on their behalf as guardian, have also claimed large sums of money as due to them from the estate of said Thomas Law. But these respondents have not been fully apprized of the extent of such claims or the grounds upon which they severally rest; and pray that the same may be presented in this honorable court, and fully examined and proved; and they do submit to such decree as, the premises considered, shall appear to your honor to be consistent with equity and good conscience.

RICHARD S. COXE,
For respondents.

Exhibit B 1.

For "exhibit B 1," in above answer, vide p. 25.

Exhibit B 2.

Exhibit B 2, last will of William Blane.

This is the last will and testament of me, William Blane, of Winkfield Park, in the county of Berk, esquire. Whereas, by an indenture, dated the eleventh day of September, one thousand seven hundred and ninety-eight, and made between me, the said William Blane, of the first part, Thomas Newnham, esquire, and Honoria, my wife, then Honoria Newnham, spinster, of the second part, and William Lennox, esquire, Samuel Pepys Cockerell, esquire, Huet Johnston, esquire, and Nathaniel Newnham, esquire, of the third part, being the settlement made in contemplation of the marriage, then intended, and shortly afterwards solemnized between me and Honoria, my wife: I did covenant and agree with the said William Lennox, and Samuel Pepys Cockerell, Huet Johnston, and Nathaniel Newnham, that I would, within six calendar months after the solemnization of the marriage, convey unto and to the use of them the said William Lennox, Samuel Pepys Cockerell, Huet Johnston and Nathaniel Newnham, their heirs and assigns, all my estate, called the lands and barony of Grongar, situated in the parish of Kelmarmock, in the county of Ayr, in Scotland, and particularly described in the indenture now recited, with the appurtenances thereunto belonging; in trust with all convenient speed to sell the same in manner therein mentioned, and to lay out and invest so much of the money to arise from such sale or sales as should be sufficient to purchase the sum of forty thousand pounds, three pounds

per cent. consolidated bank annuities, either in the purchase of such annuities or on real or other government securities; and it was thereby declared that the same trustees should stand and be possessed of and interested in such stocks, funds, or securities, in trust, to permit me and my assigns to receive the dividends and annual proceeds thereof during my life, and after my decease, in trust to permit the said Honoria my wife, and her assigns, in case she should survive me, to receive the dividends and annual produce thereof during her life, and after the decease of the survivor of us, upon and for the trusts, intents and purposes, and subject to the provisoes in the said indenture declared and contained, for the benefit of *of* my child or children by the said Honoria my wife; and it was thereby further provided, that in case the said estate should remain unsold at my decease, the said trustees should, after my decease, by the ways and means in the said indenture mentioned, levy and raise such yearly and other sums of money for the benefit of the said Honoria my wife, and our child or children, as would be equivalent to provisions intended to be made for them respectively by the trusts therein before declared of the said stocks, funds and securities. And I did also covenant with the said trustees that I would, by my last will and testament, provide further sums of two thousand pounds apiece for the benefit of my child or children by the said Honoria my wife, who should be living at my decease. And it was also declared by the said indenture that the said trustees should stand, and be possessed of, and interested in a certain sum of four thousand pounds, three pounds per cent. consolidated bank annuities, then lately transferred into their names by the said Thomas Newnham, upon and for the trusts, intents and purposes, and subject to the powers and provisoes declared and contained by and in the said indenture, for the benefit of me and the said Honoria my wife, respectively, during our joint lives, and the life of the survivor of us, and after the decease of both of us for the benefit of my child or children, by the said Honoria my wife. And whereas no conveyance of the said estate, called Grongar, has ever been made by me in pursuance of the covenant contained in the said indenture; and whereas I, and the said Honoria my wife, have issue nine children, namely, David Anderson Blane, our eldest son, Thomas Law Blane, Robert Blane, Gilbert James Blane, Henry Blane, George Blane, Honoria Blane, Mary Blane and Sophia Blane; and the said David Anderson Blane, Thomas Law Blane and Gilbert James Blane, are now in the East Indies; and all of our said children, except the said George Blane and Sophia Blane, who are still infants, have attained the age of twenty-one years; and whereas it is my intention, by this my will, to make full provision for the said Honoria my wife, and for all our said children, in lieu and satisfaction of the provisions by me made or covenanted to be made by the said recited indenture; and whereas, with a view to such provisions, I have, by a trust, disposition or testamentary instrument duly executed according to the laws of Scotland, and dated the fifteenth day of February instant, given, granted

and disponed to the said Honoria my wife, and my friends Nathaniel Newnham, of Guilford street, in the county of Middlesex, esquire, George Lewis Newnham Collingwood, of Hawkhurst, in the county of Kent, esquire, William Maxwell Alexander, of Upper Grosvenor street, in the said county of Middlesex, esquire, and the Reverend William Lewis Rham, rector of Winkfield, in the said county of Berks, clerk, or to such of them as should accept the trust thereby reposed in them, and the survivors and survivor of them, acceptors, and such other person or persons as they or the survivor of them should assume to the said trust, in virtue of the power thereinafter vested in them to that effect, and failing such assumption to the heirs of the survivor and their or his disponees and assignees, declaring that a majority of them, acting for them, should constitute a quorum, all and singular, my lands tenements and other real estate, situate and being in Scotland, including therein my said estate called Grongar; and also my personal estate, situate and being in Scotland, upon trust to sell and convert into money the same and every part thereof, and in the meantime, until the same should be sold, to receive and take the rents, issues and yearly income thereof; but upon and for the trusts, intents and purposes following, that is to say: In the first place for payment to my said trustees of the expense of executing the said trust, and in the second place that my said trustees should pay over the price or prices to be obtained for the said lands and others, and should also pay over all the money which should in any wise come into their hands, in virtue of the instrument now recited; and so long as the said lands and others should remain unsold, should account for the rents and profits thereof to the executors or trustees named in and appointed by my last will and testament respecting my property and effects in England, or generally, who should prove the same to the effect that the money so to be paid over to such executors or trustees of my last will and testament might be by them added to my other property and effects under this management, by such last will and testament, and accounted as making part thereof, and be thereafter applied and distributed as my property generally is or might be applicable and distributable by my said will, in the same way as if all my property had come under the same or been personal or movable. And whereas, it is my intention, by this my last will and testament, to dispose of the moneys to arise under the trusts of the said recited trust, disposition, or testamentary instrument, in manner hereinafter expressed; and whereas the said Thomas Newnham, by his last will and testament in writing, dated the fifteenth day of September, one thousand eight hundred and seventeen, gave and bequeathed to the trustees therein named the sum of six thousand pounds sterling, to be invested for the benefit of the said Honoria, my wife, during her life, and after her decease to be divided between or among all the children of the said Honoria, my wife, as she should by deed or will appoint, and such sum of six thousand pounds was, after the decease of the said Thomas

Newnham, invested by his trustees in the purchase of seven thousand three hundred and sixty-seven pounds, three pounds per cent. consolidated bank annuities, now standing in their names. And whereas it is my intention that all my said children respectively should bring into hotchpot, in manner hereinafter mentioned, such parts or shares of the said sum of four thousand pounds, three pounds per cent. consolidated bank annuities, mentioned in the said indenture of the eleventh day of September, one thousand seven hundred and ninety-eight, and the said sum of seven thousand three hundred and sixty-seven pounds like annuities bequeathed by the said Thomas Newnham, as they or any of them shall become entitled to, either by virtue of any appointment to be made by me and my said wife, or either of us, or in consequence of any non-appointment thereof, I give, devise, and bequeath my capital messuage called Winkfield Park, with the appurtenances thereto belonging, and all and singular my messuages, lands, tenements, and real estate, situated in the county of Berks, whether freehold, copyhold, or leasehold, (which capital and other messuages, lands, and other hereditaments and premises are hereinafter distinguished as my Winkfield Park estate,) into and to the only use of the said Honoria, my wife, Nathaniel Newnham, George Lewis Newnham Collingwood, William Maxwell Alexander, and William Lewis Rham, and their heirs, executors, administrators, and assigns, respectively, according to the different tenures and legal qualities of the said hereditaments and premises; but upon and for the trusts, intents and purposes, and subject to the powers and provisoes following, (that is to say:) As to my said capital messuage, with the appurtenances thereto belonging, and all and every such parts or part of my said Winkfield Park estate as are or is not now, at the date of this my will, let out to tenants or a tenant upon trust for the said Honoria, my wife, and her assigns, for the term of her natural life, and to permit and suffer her and them to occupy the same or to receive and take the rents and profits thereof for her and their own absolute benefit, but without power to cut down timber or do or commit any other act in the nature of waste; and as to all and singular the other parts or part of my said Winkfield Park estate, upon trust that they my said trustees or trustee do and shall immediately after my decease enter into the possession thereof, and receive and take the rents, issues, and profits thereof during the life of the said Honoria, my wife, and do and shall pay and apply the same upon and for the trusts, intents, and purposes hereinafter declared and expressed thereof; and from and immediately after the decease of the said Honoria, my wife, my will is that my said trustees or trustee shall stand and be seised of and interested in my said Winkfield Park estate; upon the further trusts following, (that is to say,) upon trust in case my eldest son, the said David Anderson Blane, shall be living at the decease of the said Honoria, my wife, and shall not be minded to bring the said Winkfield Park estate into hotchpot as hereinafter is mentioned, in the first place to give effect to the charge therein hereinafter made in the event of any deficiency in the moneys to arise from the rest of my real and personal

estate, to answer the portions hereinafter provided for my daughters and younger sons, and subject to such contingent or possible charge thereon, upon trust to convey and assure the said Winkfield Park estate unto and to the use of the said David Anderson Blane, his heirs and assigns forever. But if the said David Anderson Blane shall die in the lifetime of the said Honoria, my wife, in case he or his heirs or assigns shall be minded to bring the said Winkfield estate into hotchpot, as hereinafter mentioned, then upon trust that my said trustees or trustee do and shall, with all convenient speed after the death of the said Honoria, my wife, sell and dispose of the same estate and every part thereof, either by public sale or private contract, and in such lots or parcels and manner as they, she, or he shall think fit, unto any person or persons whomsoever, and for the best price or prices in money that can or may be reasonably obtained for the same, with power for that purpose to enter into, make, and execute all necessary contracts with and conveyances and other assurances as the purchaser or purchasers thereof, or as he or they, she or they shall direct and do, and shall stand and be possessed of and interested in the moneys to arise from such sales, upon trust for all and every my children, the said David Anderson Blane, Thomas Law Blane, Robert Blane, Gilbert James Blane, Henry Blane, George Blane, Honoria Blane, Mary Blane, and Sophia Blane, who shall be living at my decease, and who, being a son or sons, has now attained, or shall hereafter attain, the age of twenty one years, or being a daughter or daughters, has now attained that age, or shall hereafter attain the same age, or marry under it, to be divided between or among such children in equal shares and proportions, or their respective executors, administrators, or assigns; provided, nevertheless, that in case any one or more of said children shall die in my lifetime, leaving issue who shall be living at the decease of the said Honoria, my wife, such issue so living at the death of the said Honoria, my wife, shall be entitled in equal shares and proportions to the same part or share of the moneys to arise from the sale of my said Winkfield Park estate as their, his, or her parent or respective parents, or the executors, administrators, or assigns of such parent or respective parents would have been entitled to in case such parent or respective parents had been living at my decease. And I do hereby further declare my will to be, that during the lifetime of the said Honoria, my wife, my said trustees and trustee for the time being do and shall, from time to time, cut down and fall such parts of the timber and other trees standing and growing on my said Winkfield Park estate as shall be requisite for repairs in or about the same estate and the mansion house thereon, and shall apply such timber accordingly, and that it shall and may be lawful for my said trustees or trustee, from time to time, to sell such parts of the timber and other trees standing or growing on the same estate, and that the moneys to be produced thereby shall be deemed and taken to be part of my personal estate, and shall be part and applied by my said trustees or trustee accordingly. And my will is, that during the lifetime of the said Honoria, my wife, my said trustees or

trustee for the time being do and shall keep my said capital messuage called Winkfield Park, and the appurtenances thereto belonging, insured to the full value thereof against loss or damage by fire, and do and shall from time to time do, and cause to be done, all things necessary for maintaining and keeping the same in substantial repair, and for repairing the same when necessary; and that the expenses of such insuring, and of repairing and maintaining and keeping in repair the said capital messuage, with the appurtenances thereto belonging, shall be paid by my said trustees or trustee out of the yearly income of my trust estate in manner hereinafter mentioned; provided always, and I do hereby further declare my will to be, that it shall and may be lawful to and for my said trustees or trustee for the time being, at any time or times after my decease, during the life of the said Honoria, my wife, with the consent in writing of the said Honoria, my wife, as to such part of the said Winkfield Park estate as is hereinbefore devised to her for her life, but at the discretion of my said trustees or trustee for the time being as to the remaining parts or part of the same estate, by any indenture or indentures to demise or lease all or any part or parts of the said Winkfield Park estate to any person or persons for any term not exceeding twenty-one years, to take effect in possession either immediately or within six calendar months after the granting thereof, but not otherwise, in reversion, so as there be reserved in every such demise or lease the best or most improved yearly rent or rents, to be incident to the immediate reversion of the hereditaments so to be demised, that can be reasonably gotten for the same, without taking any fine, premium, or fore-gift for the making thereof, and so as there be contained therein a condition for re-entry on non-payment of the rent or rents thereby to be respectively reserved for the space of thirty days or more, and so as the lessee or lessees execute a counterpart thereof, respectively, and do thereby covenant for the due payments of the rent or rents thereby to be respectively reserved, and to keep and leave the demised buildings in repair and to cultivate the demised lands in a proper and husbandlike manner, and be not thereby exempted from punishment for committing waste: provided also, and I do hereby further declare my will to be, that it shall and may be lawful to and for my said trustees or trustee for the time being, at any time or times after my decease, and during the joint lives of the said Honoria, my wife, and my son, the said David Anderson Blane, at and by their request or direction in writing, absolutely to sell and dispose of all or any part of my said hereditaments and premises called the Winkfield Park estate, to any person or persons whomsoever by public sale or private contract, for such price or prices in money as to them, him, or her, the said trustees or trustee shall seem reasonable, and upon every or any such sale to convey or cause to be conveyed the hereditaments which shall be so sold unto or to the use of the purchaser or purchasers thereof, his, her, or their heirs and assigns forever, or to such other person or persons, and in such manner as he, she, or they shall order or direct, freed and discharged of and from all and singular the trusts, intents, and purposes

hereinbefore declared thereof. And my will is further, that when all or any part of my said Winkfield Park estate shall be sold, my said trustees or trustee for the time being shall place out the sum or sums of money arising from such sale or sales, either in some of the Parliamentary stocks or public funds of Great Britain, or at interest upon real securities in England or Wales, in the names or name of such trustees or trustee; and that all such stocks, funds, and securities as aforesaid, and the money to be invested in or upon the same, shall go and be held upon and for such trusts, intents, and purposes, and with and subject to such powers and provisoes as will as nearly correspond with or resemble the trusts, intents, purposes, powers, and provisoes by this my will declared and contained of and concerning my said Winkfield Park estate, as the different natures and legal qualities of the same several premises, and the rules of law and equity, will permit. And I give, devise, and bequeath all and singular the messuages, lands, tenements, and real estate whatsoever, whether situate in England or Wales, or in India or in America, or in any other part of the world; and whether freehold, copyhold, or leasehold, or of whatsoever other tenure the same may be, which I now am, or at the time of my decease shall be, seised or possessed, respectively, of or in any manner beneficially entitled to, or interested in, either in possession or expectancy, and at law or in equity, or over which I now have, or at the time of my decease may have, any disposing power with the appurtenances, save and except my said Winkfield Park estate, and such part of my real estate as is situate in Scotland, which I have already disposed of as hereinbefore is mentioned, unto and to the only use of the said Honoria, my wife, and the said Nathaniel Newnham, George Lewis Newnham Collingwood, William Maxwell Alexander, and William Lewis Rham, and their heirs, executors, administrators and assigns, respectively, according to the different tenures and legal qualities of the said several premises, but upon and for the trusts, intents and purposes follows, (that is to say,) upon trust immediately after my decease to enter upon the possession and receipt of the rents profits of all the same hereditaments and premises, and with all convenient speed absolutely to sell and dispose of the same hereditaments and premises, and every part thereof, either by public auction or private contract, and in such lots or parcels and manner as they, he or she shall think fit, unto any person or persons whomsoever, and for the best price or prices in money that can or may be reasonably obtained for the same, and for that purpose to enter into, make and execute all necessary contracts with and conveyances, surrenders and assignments, and other assurances to the purchaser or purchasers thereof, or as he, she or they shall direct; and as to the moneys to arise from the sale or sales of my hereditaments and premises, and other real estate next herein before directed to be sold as aforesaid; and the rents and profits thereof from and after my decease until the same shall be so sold, my will is, the same respectively shall go and be held upon and for the several trusts, intents and purposes hereinafter declared and contained,

of and concerning the same. I give and bequeath unto the said Honoria, my wife, for her own absolute use and benefit, all and singular, my household goods, furniture, plate, linen, china, wearing apparel, watches, trinkets, books, pictures, wines and other liquors, utensils and other effects, (excepting only cash, bank notes, or securities for money which, at the time of my decease, shall be in or about my said capital messuage at Winkfield Park,) and also all my horses and carriages, and the harness and other things belonging thereto, wheresoever the same shall be at my decease; and also all and singular my utensils and implements of husbandry, and live and dead stock which at my decease shall be in, upon or about my said capital messuage, and such part or parts of my said estate called Winkfield Park as is or are not now, at the date of this my will, let out to tenants; and I give and bequeath unto the said Honoria, my wife, Nathaniel Newnham, George Lewis Newnham Collingwood, William Maxwell Alexander, and William Lewis Rham, their executors, administrators and assigns, all my ready money, moneys in any of the public stocks or funds, and all such sums of money as shall be due and owing to me at my decease, upon mortgage or other specialty, and by simple contract, and all and singular other my personal estate and effects whatsoever and wheresoever, not hereinbefore by me otherwise disposed of; and also all the personal estate and effects, of whatsoever nature, over which I now have, or at the time of my decease shall or may have, any general disposing power, which it is my intention to dispose of as part of my general personal estate, upon trust, with all convenient speed after my decease, to call in and compel payment of, sell and convert into money, respectively, all such parts of my general personal estate as shall consist of moneys due and owing by judgment, bond, or simple contract, and of specific chattels; and also all other such part or parts as they shall deem proper and necessary, of my personal estate, which shall consist of moneys vested in any of the public stocks or funds, or due and owing upon real securities: provided, always, and my will and mind is, that it shall and may be lawful to and for my said trustees, and the survivors and survivor of them, their and his executors, administrators and assigns, to compromise and compound any sum or sums of money which shall be owing to me at the time of my decease, and to adjust and settle all accounts which shall then depend between me and any other person or persons whomsoever, or refer the same accounts, or any of them, to arbitration, and to allow such reasonable time or indulgence for the payment of the same, respectively; and in the mean time to accept such securities or assurances for the payment thereof, as they or he, in their or his discretion, shall think fit; and as to all and singular the moneys to arise from such parts of my personal estate as shall be called in or converted into money as aforesaid, including therein the moneys to arise from the sale of the timber upon my said estate called Winkfield Park, as hereinbefore is mentioned; and also the moneys to arise from the sale of my real estates hereinbefore directed to be sold, (except my said Winkfield Park estate;) and also the moneys to arise from the

sale of my said estate Groungar, and all other the premises directed to be sold by the disposition or testamentary instrument hereinbefore recited, (but not including the moneys to arise from the rents and profits of any part of my said real estates, to be received by my said trustees or trustee, under the trusts of this my will, or of the said disposition or testamentary instrument, which rents and profits are to form part of the income of my trust estate hereinafter disposed of, and are not to be added to the principal thereof,) I do hereby declare my will to be, that the said trustees or trustee do and shall, by and out of such moneys, pay and satisfy all the just debts that shall be due to me at my decease, and my funeral and testamentary charges and expenses; and do and shall lay out and invest the residue of all such moneys which shall remain, after answering the purposes aforesaid, in the names or name of them or him, the said trustees or trustee, in some of the public stocks or parliamentary funds of Great Britain, or at interest on real securities in England or Wales; and do and shall stand and be possessed of, and interested in, as well all such stocks, funds and securities, as also all such of the stocks, funds and securities, being part of my personal estate at my decease, which they or he shall not think fit to call in or convert into money for the purposes aforesaid; and the dividends, interest and annual produce of all such trust moneys, stocks, funds and securities upon and for the trusts, intents and purposes, and subject to the powers and provisoes hereinafter declared and contained for concerning the same; and I do hereby further declare my will to be, that during the life of the said Honoria, my wife, my said trustees or trustee do and shall pay and apply the yearly income of my said trust estate, which will consist of the rents and profits of such part or parts of my said Winkfield Park estate, as is or are not hereinbefore devised to the said Honoria, my wife, and the rents and profits of my real estates hereinbefore directed to be sold, (except my Winkfield Park estate,) until the same shall be sold and the rents and profits of my real estates directed to be sold by the said disposition or testamentary instrument until the same shall be sold, and the interest, dividends and annual produce of the trust moneys, stocks, funds and securities to be vested in or acquired by my said trustees or trustee, under the trusts hereinbefore declared, of my real and personal estates, (except my Winkfield Park estate,) upon the trusts and in the manner following, (that is to say,) do and shall, in the first place, pay thereout the expenses of insuring and repairing, and maintaining and keeping in repair, my said capital messuage called Winkfield Park, with the appurtenances thereto belonging as hereinbefore is mentioned, and also do and shall pay thereout to the said Honoria, my wife, and her assigns, for and during her life, one annuity or clear yearly sum of one thousand two hundred pounds, by equal quarterly payments, on the twenty-fifth day of December, the twenty-fifth day of March, the twenty-fourth day of June, and the twenty-ninth day of September, in every year; the first quarterly payment thereof to be made on such of the said quarterly days as shall happen next after my decease; and my will is, that the expenses of

such insurance and repairs and such annuity of one thousand two hundred pounds, shall have priority and preference over the several other yearly sums hereinafter directed to be paid out of the yearly income of my trust estate during the life of the said Honoria, my wife, and shall not abate, by reason of any insufficiency of such income, to answer such other yearly sums; and do and shall in the next place pay out of such yearly income unto my son, the said Robert Blane, his executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of three hundred pounds; and unto my son, the said Henry Blane, his executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds; and unto my daughter, Honoria Blane, her executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds; and unto my daughter, the said Mary Blane, her executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds; and unto my daughter, the said Sophia Blane, her executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds. Such several annuities, so bequeathed to the said Robert Blane, Henry Blane, George Blane, Honoria Blane, my daughter, Mary Blane and Sophia Blane, to be paid them, respectively, or their respective executors, administrators or assigns, by equal quarterly payments, on the days hereinbefore mentioned for the payment of the said annuity of one thousand two hundred pounds to the said Honoria, my wife; and the first quarter by payments thereof, respectively, to be made on such of the said quarterly days as shall happen next after my decease; and my will is, that such several last mentioned annuities shall have priority and preference over the several other yearly sums hereinafter directed to be paid out of the yearly income of my said trust estate, during the life of the said Honoria, my wife, and shall not abate by reason of any insufficiency of such income to answer such other yearly sums; and do and shall, in the next place, pay out of such yearly income unto my said son, David Anderson Blane, his executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds; and unto my son, the said Thomas Law Blane, his executors, administrators or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds; unto my son, the said Gilbert James Blane, his executors, administrators, or assigns, during the life of the said Honoria, my wife, one annuity or clear yearly sum of two hundred pounds. Such several annuities, so bequeathed to the said David Anderson Blane, Thomas Law Blane, and Gilbert James Blane, to be paid to them, respectively, or their respective executors, administrators or assigns, by equal quarterly payments on the days hereinbefore mentioned, for the payment of the said annuity of one thousand two hundred pounds to the said Honoria, my wife; and the first quarterly pay-

ments thereof, respectively, to be made on such of the said quarterly days as shall happen next after my decease; and as to the residue or surplus, if any, of the yearly income of my said trust esta e during the life of the said Honoria, my wife, my will is that my said trustees or trustee do and shall pay and divide the same to, between and among them, the said David Anderson Blane, Thomas Law Blane, Robert Blane, Gilbert James Blane, Henry Blane, George Blane, Honoria Blane, my daughter, Mary Blane, and Sophia Blane, and their respective executors, administrators, and assigns, such residue or surplus to be paid to them, respectively, in equal shares and proportions on the quarterly days hereinbefore mentioned: Provided always, that in case any one or more of my said children shall die in my lifetime, leaving issue who shall be living at my decease, such issue shall be entitled during the life of the said Honoria, my wife, to receive the same annuity or annuities as their, his, or her parent or respective parents would have been entitled to in case such parent or respective parents had been living at my decease: Provided always, and my will nevertheless is, that if at any time or times after my decease, and during the life of the said Honoria, my wife, any of my sons, the said David Anderson Blane, Thomas Law Blane, and Gilbert James Blane, respectively, shall be living within the United Kingdom of Great Britain and Ireland, and shall not be in the receipt independently of the annuity of two hundred pounds intended to be provided for him by this my will, of an income amounting to the sum of two hundred pounds a year, then and in such case, and so often from time to time as the same shall happen, such parts of the annuity of two hundred pounds hereinbefore provided for him, as shall be requisite from time to time to make his income amount to the said sum of two hundred pounds a year, or the whole of such annuity in case he shall have no such income, shall be paid to him rateably and pari passu with the annuity of three hundred pounds hereinbefore provided for my son, the said Robert Blane, and the annuities of two hundred pounds hereinbefore provided for my sons, the said Henry Blane and George Blane, and my said three daughters; it being my intention that the priority and preference hereinbefore given to such last mentioned annuities over the annuities hereinbefore provided for my sons, the said David Anderson Blane, Thomas Law Blane, and Gilbert James Blane, shall not operate to reduce the incomes from whatever source arising of my sons last mentioned, while they shall be respectively resident within the United Kingdom, below the yearly sum of two hundred pounds, without the annuities hereby provided for my other children, respectively, being subject to a proportional abatement; and my will is further, that immediately upon the decease of the said Honoria, my wife, my said trustees or trustee shall stand and be possessed of and interested in all and singular the principal trust moneys, stocks, funds, and securities to arise from or be produced by my general personal estate, including the money to arise from the sale of timber as aforesaid, and the sale of my real estates hereinbefore directed to be sold, except my Winkfield Park estate, and the sale of my real estates

directed to be sold by the disposition or testamentary instrument hereinbefore recited; in trust for all and every my children, the said David Anderson Blane, Thomas Law Blane, Robert Blane, Gilbert James Blane, Henry Blane, George Blane, Honoria Blane, Mary Blane, and Sophia Blane, who shall be living at my decease, and who being a son or sons has now attained or shall hereafter attain the age of twenty-one years, or being a daughter or daughters has now attained that age or shall hereafter attain the same age, or marry under it, to be divided between or among such children in equal shares and proportions, or their respective executors, administrators, or assigns: Provided, nevertheless, that in case any one or more of my said children shall die in my lifetime, leaving issue, who shall be living at the decease of the said Honoria, my wife, such issue so living at the decease of the said Honoria, my wife, shall be entitled in equal shares and proportions to the same part or share of the last mentioned principal, trust moneys, stocks, funds and securities, as their, his, or her *present* or respective parents, or the executors, administrators, or assigns of such parent or respective parents would have been entitled to, in case such parent or respective parents had been living at my decease: Provided also, and my will is further, that in case my son, the said David Anderson Blane, shall be living at the decease of the said Honoria, my wife, in which event he will become entitled in fee simple to my said estate called Winkfield Park, subject to such contingent or possible charge thereon as hereinafter is mentioned, he, the said David Anderson Blane, shall not nor shall his executors, administrators, or assigns, be entitled to any share in the division of such last mentioned principal, trust moneys, stocks, funds, and securities, unless he, his heirs, or assigns shall think proper to bring the said Winkfield Park estate into hotchpot, as hereinafter is mentioned, but the same principal, trust moneys, stocks, funds, and securities, shall go and be divided between and among my other children or their respective executors, administrators, or assigns, or issue, excluding the said David Anderson Blane, his executors, administrators, or assigns, in the same manner as if his name had been omitted in the numeration of my said children: Provided also, and I do hereby further declare, my will to be that none of my said *said* children, nor their issue, respectively, nor their executors, administrators, or assigns, who shall take any part or share of the said sum of four thousand pounds, three pounds per cent. consolidated bank annuities, comprised in the said recited indenture of the eleventh day of September, one thousand seven hundred and ninety-eight, or the said sum of seven thousand three hundred and sixty-seven pounds like annuities, arising under the trusts of the will of the said Thomas Newnham, either by virtue of any appointment thereof, respectively, to be made by me and the said Honoria, my wife, or either of us, or in consequence of any non appointment thereof, respectively, shall have or be entitled to any part or share of or in the last mentioned principal, trust moneys, stocks, funds, and securities, under the trusts hereinbefore declared thereof, or of or in the moneys to arise, or be produced from the

sale of my Winkfield Park estate, in case the said David Anderson Blane shall die in the lifetime of the said Honoria, my wife, or shall bring the same estate into hotchpot, as hereinafter is mentioned, without bringing the share of such child, or his or her executors, administrators, or assigns, or issue, of or in such respective sums of four thousand pounds, three pounds per cent. consolidated bank annuities, and seven thousand three hundred and sixty-seven pounds like annuities into hotchpot, and accounting for the same accordingly: Provided always, and I do hereby further declare, that it is my intention, so far as my real and personal estates are sufficient for that purpose, that each of my children, or their respective issue for whom a provision is intended to be hereby made, shall have a portion amounting in value to the sum of ten thousand pounds sterling at the least, including therein his, her, or their share (if any) in the said sums of four thousand pounds, three pounds per cent. consolidated bank annuities, and seven thousand three hundred and sixty-seven pounds like annuities; and my will therefore is, that if the said David Anderson Blane shall become entitled to the said Winkfield Park estate, under the devise thereof hereinbefore contained, and shall not be minded to bring the same into hotchpot as hereinafter is mentioned, and the portion or respective portions of any one or more of my children, or the issue of any one or more of them, for whom a provision is intended to be hereby made, shall not, together with his, her, or their share or respective shares, if any in the last mentioned sums of stock, amount in value to such sum of ten thousand pounds; then and in such case each such child and issue shall be entitled to have his, her, or their portion made up to the full sum of ten thousand pounds, by and out of the said Winkfield Park estate; and I do hereby charge the same estate, from and after the decease of the said Honoria, my wife, with the principal moneys requisite to make up the deficiency in such portion or respective portions, together with interest at four pounds per cent. per annum, on such principal moneys, to be computed from the decease of the said Honoria, my wife; and my said trustees or trustee shall levy and raise such principal and interest moneys by and out of the rents and profits of the said Winkfield Park estate, or by selling or mortgaging the same, or a competent part thereof: Provided, nevertheless, that it shall be lawful for my son, David Anderson Blane, or his heirs or assigns, at any time within two years after the decease of the said Honoria, my wife, or of my own decease in case I shall survive her, to signify his desire to bring the said Winkfield Park estate into hotchpot, and thereupon the same shall be sold, and the moneys to arise by the sale thereof paid or applied in manner hereinbefore mentioned: Provided also, that in case the said Winkfield Park estate, or any part thereof, shall be conveyed by my said trustees or trustee to the said David Anderson Blane, his heirs or assigns, such conveyance shall be deemed and taken to be sufficient evidence, so far as respects the said David Anderson Blane, his heirs and assigns, either that such contingent or possible charge on the said Winkfield Park estate never arose, or that the same was satisfied, and

the said David Anderson Blane, his heirs or assigns, shall not be obliged or concerned to inquire into the fact whether such charge arose or was satisfied, any rule or conclusion of law or equity to the contrary notwithstanding; and I do hereby further declare, that in case any part or parts of my said real estate hereby or by the said disposition or testamentary instrument directed to be sold, (except my said Winkfield Park estate,) shall be unsold at the decease of the said Honoria, my wife, the rents, issues, and profits thereof, until sold, shall go and be held upon and for the same trusts, intents, and purposes as the interest and annual produce of the moneys to arise from such sale would go, or be held upon and for, in case the same had been then already sold: Provided always, and my will is further, that it shall be lawful for my said trustees or trustee for the time being, at any time or times during the lifetime of the said Honoria, my wife, with her consent in writing, to levy and raise any part or parts of the portion intended to be hereby provided for any one or more of my said children, who shall then have acquired a vested interest in such portion, and to pay the same to such child or children, his, her, or their executors, administrators, or assigns, respectively; but in case any such child shall so receive any part or parts of his or her expected portion in the lifetime of the said Honoria, my wife, the annuity hereinbefore provided for such child during the life of the said Honoria, my wife, shall thenceforth be diminished by the amount of four pounds per centum per annum on the principal sum so advanced.

And I do hereby further direct, that in case my son, George Blane, and my daughter, Sophia Blane, or either of them, shall be under the age of twenty-one years at the time of my decease, their, his or her guardian or guardians, herein after appointed, shall, by and out of the annuities herein before provided for them respectively, during the continuance of such annuities, and by and out of the interest, dividends and annual produce of their respective expectant or presumptive shares in the said trust moneys, stocks, funds and securities, pay and apply for the maintenance and education of them respectively such yearly sum or sums of money as such guardian or guardians shall think fit, and do and shall accumulate and improve the residue or surplus if any of such respective annuities, or of such dividends, interest and annual produce, by investing the same in manner aforesaid, for the benefit of the said George Blane and Sophia Blane, respectively, or other the person or persons who shall eventually become entitled to the principal of the trust moneys, stocks, funds and securities whence such accumulations shall have proceeded. And I do hereby further declare my will to be, that the provisions intended to be hereby made by the said Honoria, my wife, shall be taken by her in lieu, bar and satisfaction, as well of the provisions by me made, or covenanted to be made, for her by the said recited indenture of the eleventh day of September, one thousand seven hundred and ninety-eight, as also of all dower, thirds, freebench, and other benefit to which by the law or custom of England or Scotland, or any other country wherein my real estate, or any other

part thereof is situate, she would otherwise have been entitled as my widow, and that the provisions intended to be hereby made by me for my said children shall be taken by them respectively in lieu and satisfaction of the provisions by me made or covenanted to be made for them, respectively, by the said recited indenture of the eleventh day of September, one thousand seven hundred and ninety-eight. And I do hereby further declare my will to be, that it shall and may be lawful to and for my said trustees or trustee, at any time or times, and from time to time so often as may be necessary or deemed advisable after my decease, at their, his or her discretion to alter, vary and transpose all or any of the trust moneys, stocks, funds and securities which shall be vested in or acquired by them or him under all or any of the trusts of this, my will, or any part thereof, respectively, by selling or converting into money, or calling in or receiving on voluntary payment the same respectively, and laying out and investing the moneys to arise thereby in or upon any other Parliamentary or public stocks or funds of Great Britain, or real securities in England or Wales, which, when acquired, shall be holden under and subject to the trusts, powers and provisoes by and in this my will declared and contained, of and concerning the respective trust moneys, stocks, funds or securities, which shall be so altered, varied or transposed, or such of the same trusts, powers or provisoes as shall be then subsisting or capable of taking effect; and my will is, and I hereby declare, that the receipts in writing of my trustee or trustees for the time being shall be good and sufficient acquittances and discharges to any person or persons purchasing my real estates or any part thereof, or advancing any moneys upon the security thereof, or paying in, purchasing or discharging my personal estate, or any part thereof, or any moneys, stocks, funds or securities to be received, transferred or otherwise required under the trusts of this my will, or any of them, for all moneys to be paid by him or them in such respects as aforesaid, or any of them; and that the same person or persons, his, her or their heirs, executors, administrators or assigns, shall not afterwards be answerable or accountable for the loss, misapplication or non-application, or be in any wise obliged or concerned to see to the application of, or to the necessity for raising the money which in such receipt or receipts shall be acknowledged to be received, or any part thereof; provided always, and I do hereby declare, that if the trustees hereby appointed, or any of them, or any trustees or trustee to be appointed in the stead or place of them, or any future trustees or trustee as hereinafter mentioned, shall die or go to reside beyond the seas, or shall be desirous of being discharged from or decline or become incapable to act in the execution of the trusts hereby in them reposed or authorized to to be reposed, before the said trusts shall be fully performed, then, and in any such case, it shall and may be lawful to and for the surviving or continuing trustees or trustee, if any, whether such surviving trustees or trustee shall be willing to act in other respects or not, or if all the trustees for the time being shall be then dead, then to and for the executors or administrators of the last surviving trustee, by some writing

or writings, under their, his or her hands and seals, or hand and seal, from time to time to nominate, substitute or appoint some person or persons to be a trustee or trustees in the head or place of the trustee or trustees so dying, going to reside beyond the seas, or who shall be desirous of being discharged from, or decline, or become incapable to act as aforesaid; and thereupon all the estates, moneys and premises comprised in, or arising under the trusts of this my will, the purpose whereof shall then remain unsatisfied, shall, with all convenient speed, be conveyed, assured and transferred, respectively, so and in such manner that the same shall and may be legally and effectually vested in the surviving and continuing trustees or trustee, and such new or other trustee or trustees, or, if there shall be no continuing trustee, then and in such new trustees, only upon and with the same trusts, powers and authorities as are herein before declared and contained of and concerning the same estate, moneys and premises, or such of the same trusts, powers and authorities as shall or may be then subsisting or capable of taking effect; and it is my will that my trustees for the time being, and every of them, and their respective heirs, executors, administrators and assigns, shall be severally charged and chargeable only for such moneys as they shall actually receive respectively, by virtue of the trusts hereby in them reposed, although they or any of them may give, sign or join in any receipt or receipts for the sake of conformity, and that each of them shall be answerable only for himself and his own acts, and that none of them shall be answerable for any broker, banker, or other person with whom any part of the trust moneys to arise under this, my will, shall or may be deposited, nor for the insufficiency or deficiency of any security on or upon which the said trust moneys or stocks, or any part thereof, shall be placed out or invested, nor for any defect of title in any hereditaments to be taken in mortgage as aforesaid, nor for any other misfortune or loss in the execution of the trusts of this my will, or any of them, unless the same shall happen by or through their own wilful neglect or default respectively; and that it shall and may be lawful to and for my trustees or trustee for the time being, and every of them, to retain and to reimburse themselves, and to allow their or his co-trustee or co-trustees, by and out of the trust estates, funds and premises comprised in or to arise under this my will, all costs, damages and expenses which they or any of them shall or may suffer, disburse or incur, in or about the execution of the aforesaid trusts, or any of them; and all the manors, messuages, lands, tenements and real estate which at my decease I shall be solely seised or possessed of, entitled to, or interested in, either in trust for any purposes, or by way of mortgage, I give, devise, and bequeath unto the said Honoria, my wife, Nathaniel Newnham, George Lewis Newnham Collingwood, William Maxwell Alexander, and William Lewis Rham, their executors, administrators and assigns respectively, according to the legal qualities of such estates respectively, upon and for the trusts, intents and purposes, and under and subject to the provisoes and conditions or equities of redemption respectively, which shall be subsisting in or concerning such

several estates at my decease; and I appoint the said Honoria, my wife, Nathaniel Newnham, George Lewis Newnham Collingwood, William Maxwell Alexander, and William Lewis Rham, the executrix and executors of this my will; and I appoint the said Honoria, my wife, during her life, and after her decease then the trustees or trustee for the time being, for the purposes of this my will, guardian and guardians of the person and estates of the said George Blane and Sophia Blane, during their respective minorities; and I do hereby revoke all other wills and codicils heretofore made by me, save and except the said trust disposition or testamentary instrument.

In witness whereof I, the said William Blane, have, to this my last will and testament, contained in thirty sheets of paper, set my hand and seal, that is to say, my hand to the first twenty-nine sheets, and my hand and seal to this thirtieth and last sheet thereof, the sixteenth day of February, in the year of our Lord one thousand eight hundred and thirty-three. WM. BLANE. [L. S.]

Signed, sealed, published and declared by the said William Blane, the testator, as and for his last will and testament, in the presence of us, who in his presence, at his request, and in the presence of each other, have subscribed our names as witnesses thereto.

JOHN HOPTON FORBES, *Solicitor.*
PERCY TYRWHITT,
WILLIAM JOHN MARTIN, 6 Ely place.

WINKFIELD PARK, *April* 30, 1834.

I write this by way of codicil to my last will, to the effect as follows: That whereas, I did, by codicil made several years ago, leave to some of my old servants certain small legacies, as well as some other provision, but which codicil has been lost or destroyed; and although I cannot recollect fully the particulars of the said codicil, and some of the objects in it have lapsed, or, from change of circumstances, been rendered uncalled for, I nevertheless deem it proper to replace it in part by the following small bequests, (that is to say,) to Thomas Simmonds, my bailiff, I leave the sum of forty pounds; to Henry Aldridge, my butler, I leave the sum of fifty pounds, with all my wearing apparel; the whole to be paid, free of legacy duty, at some convenient time within the first two years after my decease. WM. BLANE.

This is a codicil to my last will and testament, dated on or about the sixteenth February, one thousand eight hundred and thirty-three. Whereas I am desirous of appointing my son, David Anderson Blane, and also my son, Robert Blane, trustees and executors of my said will, in conjunction with my trustees and executors therein named and appointed: Now, in order to effectuate my desire and intention, I do, by this codicil, appoint my said son, David Anderson Blane, and my said son, Robert Blane, trustees and executors of my said will, with full power and authority to act in all respects in conjunction with the trustees and executors in my said will named, in such and the same

manner, to all intents and purposes, as if they, the said David Anderson Blane and Robert Blane, had been originally named and appointed trustees and executors in and of my said will. In all other respects I hereby ratify and confirm my said will. In witness, &c.

Dated this eighth October, one thousand eight hundred and thirty-four.

WM. BLANE.

HENRY ALDRIDGE, witness.
HENRY SEARLE, witness.

WINKFIELD PARK, *Sept.* 14, 1835.

I write this by way of codicil to my last will and testament; that is to say: I give and bequeath to each of my sons Henry and George, the sum of two hundred pounds sterling, to be paid to them by my executors at the usual terms and clear of all expenses. And whereas the money which has been for sometime paid annually to my son Robert is to be considered as merely paid in advance as part of his share of the general division of my property, and that after my death it shall revert to the general property and be added to the other articles forming the hotchpot to which it is agreed that the whole shall be reduced, and the division be then made in the same manner as if such payments to Robert had not been made. WILL'M BLANE.

HENRY ALDRIDGE, witness.
HENRY SEARLE, witness.

Appeared personally John Noble and John Motley Jones, clerks to Sir Charles Cockerell & Co., of Austin Friars, London, and made oath that they knew and were well acquainted with William Blane, late of Winkfield Park in the county of Berks, esquire, deceased, and with his manner and character of handwriting and subscription, having often seen him write and subscribe his name, and having now carefully viewed and inspected the paper writing hereto annexed, purporting to be and contain a codicil to the last will and testament of the said deceased; the said codicil beginning thus: "Winkfield Park, April 30th, 1834, I write this by way of codicil;" ending thus: "to Henry Aldridge, my butler, I leave the sum of fifty pounds, with all my wearing apparel; the whole to be paid free of legacy duty, and at some convenient time within two years after my decease;" and thus subscribed, "William Blane." They, these deponents, say they do verily and in their conscience believe the said recited words and figures, "April 30th," and also the figure "4" in the date of the year of the said recited codicil, together with the said recited subscription thereto, to be the proper handwriting of the said deceased.

JOHN NOBLE,
JNO. M. JONES.

On the nineteenth day of December, 1835, the said John Noble and John Motley Jones were duly sworn to the truth of this affidavit before me. JOHN DANBERRY, *Surr.*
Pt. CHAS. DYNELEY, *Not'y Pub.*

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William by Divine Providence archbishop of Canterbury, primate of all England and metropolitan, by these presents make known to all men, that on the twenty-third day of December, in the year of our Lord one thousand eight hundred and thirty-five, at London, before the worshipful John Danberry, doctor of laws, surrogate of the right honorable Sir Herbert Leuner, knight, doctor of laws, master-keeper or commissary of our prerogative court of Canterbury, lawfully constituted, the last will and testament with three codicils of William Blane, late of Winkfield Park, in the county of Berks, esquire, deceased, hereunto annexed, was proved, approved and registered, the said deceased having, whilst living and at the time of his death, goods, chattels or credits, in divers diocesses or jurisdictions, by reason whereof the proving and registering the said will and the granting administration of all and singular the said goods, chattels and credits, and also the auditing, allowing, and final discharging the account thereof, are well known to appertain only and wholly to us, and not to any inferior judge, and that administration of all and singular the goods, chattels and credits of the said deceased and any way concerning his will, was granted to George Lewis Newnham Collingwood, esquire, and the reverend William Lewis Rham, clerk, two of the executors named in the will, and David Anderson Blane and Robert Blane, esquires, the sons of the said deceased, the executors named in the second codicil to the said will, they having been already sworn well and faithfully to administer the same, and to make a true and perfect inventory of all and singular the said goods, chattels and credits, and to exhibit the same into the registry of our said court, on or before the last day of June next ensuing, and also to render a just and true account thereof; power reserved of making the like grant to Honoria Blane, widow, the relict of the said deceased, and Nathaniel Newnham and William Maxwell Alexander, esquires, the other executors named in the said will, where they shall apply for the same.

Given at the time and place above written, and in the eighth year of our translation.

CHAS. DYNELY,
JOHN IGGULDEN,
W. F. GOSTLING,
Deputy registers.

[L. S.]

J. T.

Sworn under twelve thousand pounds, and that the testator died 22d November, 1835.

E. M.

Extracted by

WILLETT & DYNELEY,
Proctors, Doctors commons.

Endorsed on the said will and codicil is the following certificate, to wit:

We hereby certify that the within is a true copy of the probate of the will and codicils of William Blane, esquire, deceased, bearing date the

23d day of December, 1835, the same having been carefully examined by us with such probate, this twenty-second day of December, 1837.

HALL & SONS, *Solicitors,*
New Boswell court, London, England.

And at the same time came into court here Lloyd N. Rogers, administrator of Elizabeth P. C. Law, deceased, and Edward Law Rogers and Eleanor A. Rogers, by James M. Carlisle, esq., their solicitor, and filed therein the following answer to wit:

LAW
vs.
LAW.

The joint and several answers of Lloyd N. Rogers, administrator of Elizabeth P. C. Law, deceased, and Edmund Law Rogers and Eleanor A. Rogers.

Answer of L. N. Rogers, E. P. C. Law, &c.

These defendants, saving and reserving, &c., (usual form) answer for themselves respectively, as follows:

The said Lloyd N. Rogers for himself says, that he is the administrator of the said Elizabeth P. C. Law, by virtue of letters of administration herewith brought into court, granted by the orphans' court of Washington Co., D. C., on the 29th day of December, 1832; and they, the said Edmund and Eleanor, say that they are the only surviving children of the said Lloyd N. Rogers and his late wife, their mother, who was the only child of the marriage between said Thos. Law and said Elizabeth P. C. Law.

And these respondents further answering say, that it is true as suggested in and by the said amended bill of the complainant, that the said Thomas Law in his lifetime executed certain nuptial contracts and deeds, under which said contracts and deeds these respondents are largely interested in the estate of the said Thomas Law, and they proceed to submit the same to your honors, and pray that their rights thereupon may be considered, settled and protected, by your honors in this cause.

And these respondents proceeding as aforesaid say, that on or about the 19th day of March, A. D. 1796, a marriage being about to be celebrated between the said Thomas Law and Elizabeth Park Custis, a certain indenture tripartite of marriage settlement was entered into between the said Thomas and Elizabeth and one James Barry of Baltimore; which said marriage settlement was duly recorded in Lib. E, No. 5, folios 228, et seq. of the land records now of the county of Washington aforesaid, a certified copy whereof these respondents herewith exhibit, marked A, (copied p. 91,) and pray to be taken as part of this their answer; in and by which said deed it is among other things recited, that the estate of the said Elizabeth, estimated at $20,000, being personal, would become by the said intended marriage the abso-

lute property of the said Thomas Law, and in and by which said deed the said Thomas conveyed to the said James certain specified squares of land in the city of Washington, upon certain trusts therein specially set forth and declared, wherein also the said Thomas covenanted that the said squares then were and should be of the clear annual value of six hundred pounds sterling, and that if they at any time should "fall short of the said annual value, to make good the trusts therein before mentioned, he, the said Thomas, his heirs and assigns, should and would settle other real estate held by him in fee simple," of the clear annual value aforesaid, for the trusts and purposes aforesaid; among which trusts and purposes was the settlement of the said lands, or other lands of equal value to be substituted, as in and by the said deed of marriage settlement appears, upon the issue of the said marriage in fee simple, after the deaths of the said Thomas and the said Elizabeth.

And these respondents further answering say, that the said marriage was duly celebrated on the day of , and that the said Thomas and Elizabeth had issue thereof one child, namely, Eliza, who intermarried with Lloyd N. Rogers; and that these respondents are the only surviving issue of the said last mentioned marriage, there having been two other children thereof who died infants intestate and unmarried. That the mother of these respondents, the said Eliza Rogers, departed this life on or about the day of , in the lifetime of the said Elizabeth Parke Custis, and that the said Elizabeth Park departed this life on or about the day of , in the lifetime of the said Thomas Law.

And these respondents further answering say, that after the celebration of the marriage between the said Thomas and Elizabeth, to wit, on or about the 8th day of May, A. D. 1800, the said Thomas and Elizabeth, and one Thomas Peter, made a certain other indenture tripartite, wherein is recited the said ante-nuptial settlement, and that the said marriage had taken place, and that the said Thomas Peter was substituted as trustee in lieu of the said Barry; and that other property was agreed to be substituted in lieu of that conveyed by the said settlement of 1796, and thereupon the said Thomas Law proceeds in the said deed to convey to the said Thomas Peter the lands and property specially described and enumerated in the said deed upon the same trusts and confidence contained and expressed in the said ante-nuptial settlement. In which said deed to the said Thomas Peter exception is made to the operation thereof, as to one-sixth part of the property therein described, which one-sixth is declared to be the interest and estate therein of William Blane mentioned in the complainant's bill, and in which said last mentioned deed the said Thomas Law makes covenant of seisin, and that the premises are free and clear of incumbrances, and of general warranty; and "further, that the said lots and lands should at all times after the death of the said Thomas, until the trust (described in the said deed) is fully complete and in all things fulfilled and ended, be of the clear annual value of six hundred pounds sterling," and in case of their falling short thereof to settle other lands,

&c., as in the said ante-nuptial settlement; which said deed to the said Thomas Peter is annexed to one part of the ante-nuptial settlement and recorded therewith, and a copy whereof is herewith exhibited and prayed to be taken as part of this answer, exhibit A, B, (copied p. 97.)

And these respondents further answering say, that on or about the 14th day of July, A. D. 1802, the said Thomas and Elizabeth made and executed a certain other deed to the said Thomas Peter, wherein also is recited the said ante-nuptial settlement and likewise the said deed of substitution of the 8th of May, 1800, and certain other property, said to be of greater value, substituted for that which was conveyed by the said last-mentioned deed, upon the same trusts and for the same purposes, and with like covenants as are set forth, contained, or expressed in the said prior deeds, and also with an express and special covenant by him, the said Thomas Law, for himself, his heirs, executors, and administrators, that he would well and faithfully keep, fulfil, and perform all the agreements, stipulations, in the therein beforementioned indentures, dated on the 19th of March, 1796, and on the 8th of May, 1800; a certified copy of which said last deed of substitution, which was duly recorded in Washington county, and dated the 14th July, 1802, as aforesaid, is herewith exhibited, marked C, and prayed to be taken as part of this answer. (Copied p. 104.)

And these respondents say, that they are advised, and therefore respectfully submit, that they are entitled, under and by virtue of the before-mentioned marriage settlement and post-nuptial deeds consequent thereupon, to the full benefit of the provisions therein made for the issue of the marriage of the said Thomas and Elizabeth, and that their rights thus acquired and secured were in nowise affected by any subsequent deeds, agreements, will, or codicil of the said Thomas Law, nor by the deeds of the 9th of August, 1804, hereinafter mentioned, which were executed at the time of the separation of the said Thomas and Elizabeth, and connected with her separate maintenance, and for making additional provision for their said daughter Eliza, the mother of these respondents.

And these respondents further answering, and proceeding to exhibit their rights as aforesaid, say, that on the 9th day of August, A. D. 1804, the said Thomas Law, and Elizabeth, his wife, being about, unhappily, to separate and live apart, the three several deeds or instruments of writing bearing date on that day and recorded among the land records of Wash'n co., D. C., in liber L, No. 11, folio 114, 116, 125–'9, were executed, certified copies whereof are herewith exhibited and made part of this answer; in one of which instruments (D, copied 110th p.) the said Thomas and his said wife conveyed to Thomas Peter and George Calvert all the interest of the said wife and of the said Thomas as her husband, under the will of Gen. George Washington, of Mount Vernon, and also all her interest and the interest of the said Thomas in her right under the will of her father, John Parke Custis, upon trusts specified in the said deed, and particularly to raise and invest the sum of ten thousand dollars for her separate and

sole use of the said Elizabeth P. Law, to be disposed of by her by last will and testament; and if she die intestate, then to convey the same to the rightful heir or heirs of the said Elizabeth; and the residue, after deducting the said sum of $10,000, to apply at their discretion to separate use of the said Elizabeth; and the said Thomas Law, in the same deed, covenanted to procure to his daughter Eliza, the mother of these respondents, a sum equal to that which should be secured to come to her out of the interests conveyed in and by the said deed.

In another of which said instruments (E, copied p. 116) the said Thomas Law conveyed to the said Calvert and Peter certain lots and buildings in the city of Washington, in trust, to raise therefrom, yearly and every year on or before the 9th day of August, in each year, the sum of $1,500, (fifteen hundred dollars,) during the natural life of the said Elizabeth, wife of the said Thomas Law, and the same to pay over yearly to the said Elizabeth for her sole and separate use, and after her death to re-convey the said land and buildings to the said Thomas, his heirs and assigns; and then the object *object* of said indenture being declared to be to secure the payment of the said annuity, the said Thomas Law therein covenanted with the said Peter and Calvert that he would pay on the first ten days of February and August, in each year during the natural life of his said wife, the sum of $750 in satisfaction of the said annuity. For more particular details of which said indenture these respondents refer to the exhibit E aforesaid.

The other of which said instruments of writing is an agreement between the said Calvert and Peter, of the one part, and the said Thomas Law, of the other, wherein it is recited that the said Thomas Law and his said wife had mutually agreed to live separately, and that said Thomas has settled the said annuity of $1,500 for her separate maintenance, (E,) and further reciting the conveyance (D), for the benefit of the said Elizabeth Park, and the said Eliza, her daughter. In consideration whereof, the said Calvert and Peter covenant that the said Thomas Law and his estate should be exempted and discharged from all debts on account of the said Elizabeth Park, except the said annuity; and further covenant that in case the said Elizabeth Park should survive the said Thomas, that she, the said Elizabeth, should not, nor should any person for her, or in her right, solely or conjointly with any other person or persons, act, demand, &c., or in any manner have or take any part of the real estate of the said Thomas for her dower, or of his personal estate for her share under the statute of distribution, or any interest or benefit under and by virtue of the said antenuptial settlement, or the said post-nuptial deed of 8 May, 1800, or any other marriage settlement, promise or agreement: exhibit F, (copied p. 120.)

And these respondents further answering and proceeding as aforesaid say, that the said Thomas Law made a codicil to his last will and testament, on the tenth day of September, in the year of our Lord one thousand eight hundred and thirty-two, a copy of which said will and codicil is herewith exhibited, marked G, (p. 22;) in which said codicil

the said Thomas bequeathed to his "three grandchildren, Edmund, Eliza (since deceased as aforesaid) and Eleanor, children of his late daughter Eliza P. Rogers, the sum of five thousand each," a word being omitted by the testator after the word "thousand" necessary to express that which it was the intention of the testator to give; which said bequest is upon the express condition that these respondents should not claim or demand any portion of the estate of the said Thomas Law, as heirs or devisees of their said grandmother, Elizabeth Park Law, or under and by virtue of the said marriage settlement and deeds hereinbefore recited, or any other indenture or instrument of writing to which the said Thomas and Elizabeth, or any person for her benefit, may have been parties.

And these respondents, having now fully exhibited the deeds and instruments of writing whereto the said Thomas Law was party, and which are connected with or purport to affect their interests in the premises, humbly show that by reason of their tender years, and of the doubts and difficulties arising upon the aforegoing instruments, and because of the discovery necessary to enable them to ascertain the condition of the said estate, they cannot now understandingly elect whether to take under the said will or not; and they pray such discovery and a reference to an auditor, averring that should they elect not to come in under the said will, they are entitled, 1st, to the benefit of the provision made by the marriage settlement for the issue of the said marriage of the said Thomas and Elizabeth Park Law, their grandparents, as aforesaid; 2d, That they are entitled to the amount which the said Thomas Law, in the said deed of August the 9th, 1804, (D,) covenanted to pay to his daughter, viz: the sum of _ , being the amount secured to their mother from the estate conveyed in trust in and by said exhibit D, and which the said Thomas Law therein covenanted to increase by an equal amount from his own estate; and 3d, That he, the said administrator, is entitled to the arrearages of the said annuity of $1,500 as the legal representative of the said E. P. Law; a particular account of which said arrearages having the probat thereof thereunto annexed, with the order of the orphans' court admitting the said account, is herewith exhibited. marked H, (copied p. 124,) and prayed to be taken as part of this answer; the said arrearages amounting to the sum of , with interest thereon from the periods respectively when the said annuity became payable and was in arrears; which said annuity, the said Lloyd N. Rogers is advised, are payable to him as administrator of the said deceased, Eliza P. C. Law. He shows *and* to the court that he has claimed the same of the executor of the said Th. Law, deceased, and that the said executor declines the payment thereof until the rights of the parties to this suit shall be ascertained and decreed by your honors. These respondents, therefore, pray your honors to consider and adjudicate such rights, and that such decree may be passed as may settle and secure their claims and interests, respectively, in the premises; and denying all fraud, &c., they to be hence dismissed with costs, &c.

CARLISLE, *for defendants.*
ROGERS.

Exhibit A.—Ante-marriage contract.

Ante-nuptial contract.

This indenture tripartite, made this nineteenth day of March, in the year seventeen hundred and ninety-six, between Thomas Law, of Washington, esquire, of the one part, Elizabeth Park Custis, of Virginia, of the other part, and James Barry, of Baltimore town, of the third part: Whereas, a marriage is about to be celebrated between the said Thomas Law and the said Elizabeth Park Custis, and it is the wish and design of the said parties that a jointure should be made to the said Elizabeth, in lieu and bar of all claim on the estate, real or personal, of the said Thomas Law, and in consideration of the said marriage and of the marriage portion of the said Elizabeth, estimated at twenty thousand dollars, and being altogether personal estate, will immediately on the said marriage become the property of the said Thomas Law, and for making and securing a full, sufficient, and just provision for the said Elizabeth by way of jointure, and also for and in consideration of five shillings, current money of Maryland, to him in hand paid by the said Elizabeth before the sealing and delivery of these presents, he, the said Thomas Law, hath granted, bargained, and agreed that the several squares in the city of Washington, hereinafter mentioned, shall be transferred, conveyed, and made over by the said James Barry, his heirs and assigns, upon the trusts and subject to the provisions and limitations hereinafter mentioned.

Now this indenture witnesseth, that in consideration of the said intended marriage, of the portion and money paid as aforesaid, that the said Thomas Law hath bargained, sold, transferred, granted, and conveyed, and by these presents doth grant, bargain, sell, transfer, and convey to the aforesaid James Barry, his heirs and assigns, forever, the several following parts of squares in the city of Washington, and all the right, title, interest, and estate of him, the same Thomas Law, in and to the same, in law or equity, to wit: Half of square numbered six hundred and ninety-three, half of square numbered six hundred and ninety, half of square numbered seven hundred and thirty-two, and half of square numbered six hundred and eighty-nine; to have and to hold the same, with their and every of their benefits, advantages, and appurtenances, to him, the same James Barry, his heirs and assigns forever, upon the trusts, and to and for the uses, intents, and purposes following—that is to say, for the use of the said Thomas Law, his heirs and assigns, until the solemnization of the said intended marriage, and afterwards to permit and suffer him, the said Thomas Law, to receive all the issues and profits of the said lands and premises during the term of his natural life for his own use; and immediately after the decease of the said Thomas Law, in case the said Elizabeth Parke Custis shall survive him, her intended husband, that she, the said Elizabeth Parke Custis, shall have, accept, and receive the issues and profits of the said lands and premises for and during the term of her natural life, to and for her own use and benefit; but in case the

said Elizabeth shall depart this life in the lifetime of the said Thomas Law, leaving issue of the said marriage one or more children then living, then, from and immediately after the decease of the said Thomas Law, upon trust for the child or children of the said intended marriage, to be equally divided between if more than one; to have and to hold the same lands and premises as tenants in common in fee simple, share and share alike, and if only one child, then to such child, his or her heirs and assigns, forever; but in case there shall *shall* be no issue of said marriage, then, upon the death of the said Thomas Law and Elizabeth Parke Custis, and the survivor or survivors of them, to revert back to the said Thomas Law, his heirs or assigns, or subject to be disposed of by him by last will and testament, or other deed, as he may judge proper. Provided always, and it is hereby agreed and declared, that in case the said marriage shall take effect, it shall and may be lawful for the said Thomas Law, with the consent of the said Elizabeth Parke Custis, signified under her hand and seal, and attested and declared to be her free and voluntary act and deed, before two of the magistrates of the city, town, or county where the said Elizabeth may then reside, to supply the place of such trustee in case of death, or to nominate and appoint one or more trustees to act together with the said trustee hereinbefore named, or without him, in carrying into effect the said trusts; and also that the same Thomas Law, whenever he shall settle to the uses and trusts herein mentioned other real estate whereof he shall be seized in fee simple of a good and sure estate, clear of incumbrance, of the clear yearly value of six hundred pounds sterling, and shall produce a certificate thereof, signed by the said Elizabeth Parke Custis, and attested as aforesaid, shall be entitled to a reconveyance of all and singular the lands and premises in this settlement comprised and mentioned; and the said trustee hereinbefore mentioned, or any trustee then seised of the premises in virtue hereof, shall immediately reconvey the same to the said Thomas Law, his heirs and assigns, who shall thereupon be seised of his former and ancient estate in the same.

And the said Thomas Law, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, agree, to and with the same Elizabeth Parke Custis, her heirs, executors, and administrators, that the said lands and premises are and shall be of the clear annual value of six hundred pounds sterling, and that if they should at any time fall short of the said annual value, to make good the trusts hereinbefore mentioned, that he, the said Thomas Law, his heirs and assigns, shall and will settle the other real estate held by him in fee simple within the State of Maryland for the uses, intents, and purposes hereinbefore mentioned, so as to make the whole of the lands and premises so settled produce a clear neat revenue of six hundred pounds sterling, clear of all incumbrance and incumbrances. And the said Thomas Law doth hereby covenant, grant, and agree, to and with the said Elizabeth Parke Custis, his heirs, executors, and administrators, that he is seised, at the time of the sealing and delivery of these presents, of a good sum

and indefeasible estate of inheritance in fee simple in all and singular the land and premises comprised in this settlement. And the same Thomas Law doth hereby give, grant, and transfer to the said Elizabeth Parke Custis, her heirs, executors, administrators, and assigns, all her own separate fortune and estate, real, personal, or mixed, of what kind or nature soever the same may be, to be possessed, given, bargained, sold, transferred, and disposed of by her in as full and ample manner as if she had remained a feme sole, and not be accounted for to him, but to be always entirely at her own disposal, and for her own entire separate use and possession, and if not before disposed of, to be willed by her in as full and ample manner as if the said marriage had never taken place.

In testimony whereof the said parties have hereunto set their hands and seals, this nineteenth day of March, seventeen hundred ninety-and-six.

THOMAS LAW, [SEAL.]
ELIZABETH PARKE CUSTIS. [SEAL.]

Signed, sealed, and delivered in presence of us—

GUSTS. SCOTT,
JOHN ADDISON CARR.

MARYLAND, *Territory of Columbia, to wit:*

Be it remembered, that on the 19th day of March, in the year seventeen hundred ninety-and six, personally appeared before me, the subscriber, one of the commissioners appointed in virtue of the act of Congress for establishing the temporary and permanent seat of Government of the United States, the within named Thomas Law, and acknowledged the within instrument of writing to be his act and deed, and the land and premises therein mentioned to be the right, title, interest, and estate of the within named James Barry, his heirs and assigns, forever, agreeably to the true intent and meaning of the within deed, according to the acts of assembly in such case provided.

Acknowledged before—

GUSTS. SCOTT.

Exhibit A B. Deed—Law to Peter.

This indenture tripartite, made the eighth day of May, in the year of our Lord eighteen hundred, by and between Thomas Law, of the city of Washington, esquire, of the first part, Elizabeth Parke Law, wife of the said Thomas Law, of the second part, and Thomas Peter, of the said city of Washington, of the third part. Whereas certain indentures being dated the nineteenth day of March, seventeen hundred and ninety-six, between the said Thomas Law, of the one part, and the said Elizabeth Parke Law, by the name of Elizabeth Parke Custis, of the other part, and James Barry, of Baltimore town, of the third part, (and executed before the intermarriage between the said Thomas Law and the said Elizabeth,) was intended to convey certain real pro-

perty therein mentioned from the said Thomas Law to the said James Barry, in trust as a jointure to the said Elizabeth, if the marriage then intended should take place, and in lieu and bar of her dower in the estate of the said Thos. Law, as by reference to the said indenture (one part whereof is hereunto annexed) will appear. In which said indenture there is a stipulation or proviso, that in case the then intended marriage should take effect, it should be lawful for the said Thomas Law, with the consent of the said Elizabeth Parke Custis, signified under her hand and seal, and attested and declared to be her free and voluntary act and deed, before two magistrates of the city, town, or county where the said Elizabeth should then reside, to supply the place of the trustee therein named in case of his death, or to nominate and appoint one or more trustees to act together with the trustee thereinbefore named, or without him, in carrying into effect the trusts therein mentioned; and also that the said Thomas Law, whenever he should settle to the uses and trusts therein mentioned other real estates thereof, he should be seised in a fee simple of a good and sure estate, free of incumbrances, of the clear yearly value of six hundred pounds sterling, and should produce a certificate thereof signed by the said Elizabeth Parke Custis, and attested as aforesaid, should be entitled to a reconveyance of all and singular the lands and premises in that settlement comprised and mentioned, and that the trustee thereinbefore named, or any trustee then seised of the premises in virtue of that indenture, should immediately reconvey the same to the said Thomas Law, his heirs and assigns, who should thereupon be seised of his former and ancient estate in the same.

And whereas, the intermarriage contemplated in the aforesaid indenture did take effect, and it is the wish of the said Thomas Law and of the said Elizabeth Parke Law, his present wife, that the aforesaid indenture so executed by them before their intermarriage as aforesaid, should be carried into full and substantial effect according to the true original intent and meaning thereof; and whereas, the said Elizabeth Parke Law has agreed (which agreement on her part is witnessed by her signing and *sealed* this present instrument of writing, and attesting and declaring the same to be her free and voluntary act and deed before two of the magistrates of Prince George's county, in the State of Maryland) that the aforesaid Thomas Peter should be made the trustee in the place of the aforesaid James Barry who is absent, and that the real estate hereinafter described should be substituted for that which was to have been conveyed to the said James Barry, as the said Elizabeth's jointure and in lieu of her dower as aforesaid, by the before recited indenture, but that in all other respects the said former indenture of jointure and all the uses and trusts, provisoes, covenants and stipulations therein contained, so far as the same are not altered, changed or or annulled by this indenture, shall be carried into full and complete effect, according to the true intent and meaning thereof. And whereas, at the time of executing the aforesaid indenture, the said Thomas Law had obtained legal titles to no other real property in the city of

Washington, than that which was by the said indenture intended to be conveyed to the said James Barry, but hath since obtained legal titles to many other squares and lots, and is desirous of enlarging the quantity of real estate to be conveyed as a jointure as aforesaid.

Now this indenture witnesseth, that the said Thomas Law, for and in consideration of the premises and of five shillings current money, to him in hand paid by the aforesaid Thomas Peter, the receipt whereof he, the said Thomas Law, doth hereby acknowledge, hath given, granted, bargained and sold, released, conveyed and confirmed, and by these presents doth give, grant, bargain and sell, release, convey and confirm unto him, the said Thomas Peter, his heirs and assigns, all the following described lands and lots of ground in the city of Washington, to wit: Lots numbered twelve, thirteen, fourteen and fifteen, in the square numbered two hundred and twenty-five; lots numbered three, four, five, six, eleven and twelve, in the square numbered six hundred and thirty-three; lots numbered five, six, eleven, twelve, thirteen, fourteen and fifteen, in the square numbered six hundred and eighty-five; lots numbered seven, eight, eleven, fourteen and seventeen, in the square numbered six hundred and eighty-nine; lots numbered three, five, seven, nine and ten, in the square numbered six hundred and ninety; lots numbered one, three, four, eight and nine, in the square numbered six hundred and ninety-four; the north half of the square numbered seven hundred and forty-four, and an undivided half of the square numbered seven hundred and forty-three, excepting and reserving one undivided sixth part of all the above described property, the said undivided sixth part being the property of Mr. William Blane of London; to have and to hold the above described lots and land, with all the privileges and appurtenances thereto belonging, and all the buildings and improvements situated on the same or any part thereof, (excepting the aforesaid undivided sixth part thereof,) unto him, the said Thomas Peter, his heirs and assigns, to his and their only use and behoof forever, in and upon the trusts and conditions, limitations, uses and provisoes in the before recited indenture mentioned and expressed, and which will fully appear by reference thereunto, one part whereof is hereunto annexed and is to be considered as part of this instrument of writing. And the said Thomas Law, for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said Thomas Peter, his heirs and assigns, that he, the said Thomas Law is lawfully seised in fee of the premises, that they are free and clear of all incumbrances, and that he will warrant and defend the same to him, the said Thomas Peter, his heirs and assigns, in trust as aforesaid, against the lawful claims and demands of all persons whomsoever. And further, that the said lots and lands shall, at all times after the death of the said Thomas Law, until this trust is fully complete and in all things fulfilled and ended, be of the clear annual value of six hundred pounds sterling, and that if they should at any time fall short of the said annual value to accomplish the said trust, he, the said Thomas Law or his heirs, shall and will settle (and convey to him, the said

Thomas Peter and his heirs) other real estate held by him, the said Law, in fee simple within the State of Maryland, for the uses, *interests* and purposes of the trust aforesaid, so as to make the whole of the real estate so settled produce a clear nett revenue of six hundred pounds sterling per annum, clear of all expenses and incumbrances during the existence of the trust aforesaid. And further, that he, the said Thomas Law, will well and faithfully keep, fulfil and perform all the agreements, stipulations and covenants in the forementioned indenture, (dated the 19th day of March, 1796,) contained on his part to be kept, fulfilled and performed, so far as the same are not expressly altered or annulled by this present indenture—it being the intent of the parties that the former indenture should be and remain operative as to all the covenants, agreements and stipulations therein contained, so that the true meaning and intention thereof should be carried into substantial effect.

In witness whereof, the parties aforesaid have hereunto interchangeably set their hands and seals the day and year first before written.

THOMAS LAW, [SEAL.]
ELIZABETH P. LAW, [SEAL.]
THOMAS PETER, [SEAL.]

Signed, sealed and delivered in the presence of—
RICH'D FORREST,
ROBERT BRENT.

City of Washington: Received of Thomas Peter the within mentioned sum of five shillings current money, being the consideration before mentioned. THOMAS LAW.

Witness:
RICHARD FORREST,
ROBERT BRENT.

STATE OF MARYLAND,
Prince George's county, to wit:

On the eighth day of May, in the year of our Lord eighteen hundred, before us the subscribers, two of the justices of the peace for Prince George's county aforesaid, came Thomas Law, the grantor within named, and acknowledged the foregoing instrument of writing to be his act and deed, and the lots and lands within mentioned to be the right and estate of the within named Thomas Peter, for the uses and purposes therein mentioned, according to the true intent and meaning thereof, and of the acts of assembly in such case made and provided. On the same day before us came also Elizabeth Parke Law, wife of the said Thomas Law, and being by us privately examined apart from and out of hearing of her husband, she did then and there attest and declare the foregoing instrument of writing to be her free and voluntary act and deed, acknowledged, attested and declared before us.

RICHARD FORREST,
ROBERT BRENT.

Recorded 17th June, 1800.

1462.

Exhibit C.—Deed of Substitution.

Whereas, by a certain indenture tripartite, bearing date on the nineteenth day of March, seventeen hundred and ninety-six, made between Thomas Law, of the one part, Elizabeth Parke Custis, now Elizabeth Parke Law, of the other part, and James Barry, of the third part, certain lands and property were conveyed by the said Thomas Law to the said James Barry, in trust for certain purposes therein mentioned, with power among other things to the said Elizabeth Parke Curtis to change the trustee therein named, and with power to the said Thomas Law to substitute other property for that in the said indenture mentioned, and thereby entitled himself to a reconveyance in fee of the property in and by that indenture conveyed; all which will more fully appear, reference being had to the said indenture duly recorded in the office for recording deeds in that part of the territory which was formerly in the State of Maryland. And whereas, by a second indenture tripartite, made on the eighth day of May, eighteen hundred, by and between the said Thomas Law, of the first part, and the said Elizabeth Parke Law, of the second part, and Thomas Peter, of the third part, the said Elizabeth Parke Law did, in virtue of the power given her in and by the said first recited indenture, change the trustee therein named, and substitute in the place of the said Barry the above named Thomas Peter; and the said Thomas Law, in and by virtue of the power to him given in and by the first recited indenture, did substitute other property subject to the trusts in the said first recited indenture specified in lieu of the property in and by that said first recited indenture conveyed and assured, with power also to him, the said Thomas Law, again to substitute other property subject to the same trusts in lieu of that in and by the said second recited indenture conveyed; all of which will more fully and at large appear, reference being had to the said last mentioned indenture, duly recorded in the office for recording deeds in that part of the Territory of Columbia which was formerly in the State of Maryland. And whereas the said Thomas Law, in virtue of the power to him reserved in and by the said two recited indentures, is desirous of substituting other property of more value than that in and by those indentures conveyed in lieu thereof, subject to the trusts therein specified, and thereby entitled himself to a reconveyance of the property in the said two first recited indentures mentioned and conveyed, to which substitution and change the said Elizabeth Parke Law hath given her consent in the manner in and by the said two first recited indentures proscribed, which evidenced by her being a party to this indenture, made this fourteenth day of July, eighteen hundred and two, between Thomas Law aforesaid, of the first part, Elizabeth Parke Law aforesaid, of the second part, and Thomas Peter aforesaid, of the third part: Witnesseth, that the said Thomas Law, to effect the objects before stated, and for and in consideration of the sum of one dollar to him in hand paid by the said Thomas Peter, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents

doth give, grant, bargain and sell unto the said Thomas Peter, in trust for all the purposes hereinafter specified and set forth, all the following squares situated in the city of Washington and Territory of Columbia, except certain parts of such squares as are hereinafter particularly excepted, that is to say, all those half squares known and distinguished in the general plan of the said city: Squares numbered six hundred and eighty-nine, six hundred and ninety, six hundred and ninety-three, seven hundred and thirty-two; and lots numbered twelve, thirteen, fourteen and fifteen, in square numbered two hundred and twenty-five; lots numbered three, four, five, six, eleven and twelve, in square numbered six hundred and thirty-three; lots numbered five, six, eleven, twelve, thirteen, fourteen and fifteen, in square numbered six hundred and eighty-five; lots numbered one, three, five, eight and nine, in the square numbered six hundred and ninety-four; the north half of square seven hundred and forty-four; and an undivided half of square numbered seven hundred and forty-three, together with all and singular the buildings, improvements, rights, benefits and appurtenances upon the said squares, and every and any part thereof or to the same belonging or in any wise appertaining, except as hereafter excepted, that is to say, saving and excepting from the said squares two hundred and twenty-five, lots numbered thirteen, fourteen and fifteen; and also lots numbered one, two, seventeen and nineteen, in square six hundred and eighty-nine; and also lots numbered three, five, six and seven, in square six hundred and ninety; and also lots numbered one, two, seventeen and thirty, in square six hundred and ninety-three, with all the improvements on the said above excepted lots; and also saving and excepting from all the above mentioned squares and premises one undivided sixth part of the whole, that part belonging and of right appertaining to William Blane, esq., London:

To have and to hold the said bargained and sold premises, with all and singular the rights, privileges, and appurtenances, to the same and every part thereof belonging, or in any wise appertaining, except as is hereinbefore excepted, to him, the said Thomas Peter, his heirs and assigns forever, in and upon the trusts, conditions, limitations, used and provided in the before recited indentures mentioned and expressed, and which will fully appear by reference being thereto had. And the said Thomas Law, for himself, his heirs, and executors and administrators, doth hereby covenant and agree to and with the said Thomas Peter, his heirs and assigns, that he, the said Thomas Law, is lawfully seised of the premises, that they are free and clear of all incumbrances, and that he and his heirs will warrant and defend the same to him, the said Thomas Peter, his heirs and assigns, in trust as aforesaid; against the lawful claims and demands of all persons whatsoever, and further that the said lots and lands shall at all times after the death of the said Thomas Law, until this trust is fully completed and in all things fulfilled and ended, be of the clear annual value of six hundred pounds sterling, and that if the should at any time fall short of the said annual value to accomplish the said trust, he, the said Thomas Law,

or his heirs, shall and will settle and convey to the said Thomas Peter and his heirs other real estate held by him, the said Thomas Law, in fee simple, within the State of Maryland or Territory of Columbia, for the uses, intents, and purposes of the trust aforesaid, so as to make the whole of the real estates so settled produce a clear nett revenue of six hundred pounds sterling per annum, clear of all expenses and incumbrances during the existence of the trust aforesaid; and further that he, the said Thomas Law, will well and faithfully keep, fulfil, and perform all the agreements, stipulations, and covenants in the before mentioned indentures (dated on the 19th day of March, 1796, and on the eighth 8*th* day of May, 1800) contained, on his part to be kept, fulfilled, and performed, so far as the same are not expressly altered or annulled by this present indenture; it being the intent of the parties that the former indentures should be and remain operative as to all the covenants, agreements, and stipulations therein contained, so that the true meaning and intent thereof should be carried into substantial effect.

In witness whereof the parties aforesaid have interchangeably set their hands and seals this fourteenth day of July, eighteen hundred and two.

ELIZA P. LAW, [SEAL.]
THOMAS LAW, [SEAL.]
THOMAS PETER. [SEAL.]

Signed, sealed, and delivered in the presence of—
DAN'L CARROLL, of Dud'n,
BENJAMIN MORE.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

On this fourteenth day of July, 1802, before us, the subscribers, two of the justices of the peace for the county aforesaid, come Thomas Law and Thomas Peter, and acknowledge the aforegoing instrument to be their act and deed. At the same time came Elizabeth Parke Law, wife of the said Thomas Law, and being by us privately examined apart from and out of the hearing of her husband, she did then and there attest and declare the aforegoing instrument to be her voluntary act and deed, acknowledged, attested, and declared before us.

DAN'L CARROL, of Dud'n,
BENJAMIN MORE.

Exhibit D. Deed trust—Law to Peter and Calvert.

This indenture, made this ninth day of August, in the year one thousand eight hundred and four, between Thomas Law and Eliza Parke Law, his wife, of the city of Washington, of the one part, and George Calvert, of Prince George's county, in the State of Maryland, and Thomas Peter, of the said city of Washington, of the second part, witnesseth: That for and in consideration of the trusts and confidence hereinafter expressed, declared, and reposed, and also for and in consideration of the sum of ten dollars to them, the said Thomas Law

and Eliza, his wife, in hand paid by the said George Calvert and Thomas Peter, the receipt whereof is hereby acknowledged, they, the said Thomas Law and Eliza, his wife, have granted, bargained, and sold, assigned and transferred and set over, and by these presents do grant, bargain, and sell, assign, transfer, and set over to them, the said George Calvert and Thomas Peter, all the interest, right, title, and claim to any estate, property, or interest, real, personal, or mixed, which the said Eliza Park Law, or Thomas Law, her husband, in her right, is or are entitled to or may derive under the last will and testament of General George Washington, late of Mount Vernon, wheresoever the same may be, and of what nature soever the same be, and also all the claim, interest, and demand of whatsoever nature or kind the same may be, which the said Eliza Parke Law, or her said husband, in her right, now hath or hereafter may have upon the heirs, executors, or other representatives of her late father, John Park Custis, or upon his estate; to have and to hold the same to them, the said George Calvert and Thomas Peter, their heirs and assigns forever, in trust for the following purposes, uses, and trusts, and for none other, that is to say, to convert the same into money, and the same money when received to place at interest or otherwise dispose of, as is hereafter directed, or to convert the same into public stock or securities, or to keep the same in kind and specie, as they may receive it, as in their judgment they shall deem most conclusive to the interests of those concerned; secondly, that out of the first moneys, stock, or property that shall come to their hands from the said funds, they shall hold the sum of ten thousand dollars, or property to that value, as the case may be, the same to be by them and at their discretion applied to the sole and exclusive use of the said Eliza Park Law during her lifetime, subject after her death to any disposition thereof that she may make by last will and testament, duly made by her in writing in her lifetime, and executed as the law directs, and if she dies intestate then to convey the same to the heir or heirs of the said Eliza Parke Law; thirdly, after deducting the said sum of ten thousand dollars to apply the annual rents, issues, and profits, or interests or dividends of the residue of the said funds which may come to their hands in virtue of this trust at their discretion in like manner, to the sole use and benefit of the said Eliza Park Law, for and during her natural life, and after the death of the said Eliza Park Law to pay the annual rents, issues, and profits or interests or dividends of such residue in like manner to the said Thomas Law, (if he be then living,) for and during his natural life, and after the death of the said Eliza Parke Law and Thomas Law, to pay over, assign, and transfer the whole of such residue, of whatsoever nature or kind of estate the same may be, to Elizabeth Law, the daughter of the said Thomas Law, and Eliza Parke Law, his wife, to her, her heirs and assigns forever; and the said George Calvert and Thomas Peter, for themselves, their heirs, and assigns, covenant to and with the said Thomas Law and Eliza, his wife, that they will dispose of the funds or estates which shall come to their hands in virtue of this trust to the

best advantage in their power, and according to the best of their judgment, and that they will not sacrifice or injure the same by forced sales or by sales for ready money, unless the same will by such sales command a fair and reasonable value or price in money; and the said Thomas Law, for himself and his heirs, doth by these presents covenant to and with the said George Calvert and Thomas Peter, their heirs and assigns, that wheresoever the full amount and value of the funds shall be ascertained and known, which may or shall come to their hands in virtue of this trust, and it can be thereby ascertained what sum will be secured to come ultimately therefrom to his said daughter, Eliza Law, after the death of her father and mother, that he will immediately thereupon secure to his said daughter a like sum, to be paid to her out of his estate at the death of her said father and mother; and the said Thomas Law and Eliza, his wife, do by these presents authorize and empower the said George Calvert and Thomas Peter, their heirs and assigns, in their own name or names, or in the name or names of the said Thomas Law and Eliza, his wife, his heirs, or their heirs or executors, as the case may require, to ask, demand, sue for, and recover and receive from all and every person whatsoever all and every part of the estate, right, interest, or claim, whether real, personal, or mixed, of them, the said Thomas Law and Eliza, his wife, or either of them, by these presents conveyed or transferred, or meant and intended to be conveyed and transferred, and the same and every part thereof, when received or possessed, to apply to the trusts herein declared and limited, hereby given to the said George Calvert and Thomas Peter, their heirs and assigns, all the power which the said Thomas Law and Eliza, his wife, or either of them, have in the premises: provided that if the name of the said Thomas Law be used as aforesaid, in any legal, judicial proceeding, the whole expenses, costs, and charges thereby produced shall be borne by the said Calvert and Peter, and may be reimbursed to them out of the funds so conveyed to them, but in no event shall be chargeable to the said Thomas Law; and lastly, it is mutually covenanted and agreed by and between all the parties to these presents, that the said Thomas Law shall have the custody and safe-keeping exclusively of his said daughter Eliza Law, and that he shall be at the sole and exclusive expense of the maintenance, education, and support of his daughter.

In testimony whereof the parties to these presents have interchangeably set their hands and affixed their seals, the day and year first above written.

THOMAS LAW, [SEAL.]
ELIZA P. LAW, [SEAL.]
GEO. CALVERT, [SEAL.]
THOMAS PETER. [SEAL.]

Signed, sealed, and delivered in the presence of—
ROBERT BRENT,
CORN'S CONINGHAM.

DISTRICT OF COLUMBIA,
Washington county, to wit:

This day, Thomas Law and Eliza Parke Law, his wife, George Calvert, Thomas Peter, parties to the within indenture, personally appeared before us, two of the justices of the district and county aforesaid, Thomas Law, Eliza P. Law, George Calvert, and Thomas Peter, and respectively acknowledged the said indenture to be their respective act and deed; and the said Eliza Parke Law being by us privately examined apart from and out of the hearing of her said husband, whether she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure, declareth that she doth.

Given under our hands this ninth day of August, one thousand eight hundred and four.

ROBERT BRENT,
CORN'S CONINGHAM.

Exhibit E.

Law to Calvert and Peter—annuity $1,500.

This indenture, made this ninth day of August, one thousand eight hundred and four, between Thomas Law, of the city of Washington, of the one part, and George Calvert, of Prince George's county and State of Maryland, and Thomas Peter, of the city of Washington, of the other part, witnesseth: That for and in consideration of the trusts hereinafter declared and expressed, and for and in consideration of the sum of five dollars to the said Thos. Law by the said George Calvert and Thos. Peter in hand paid, at the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said Thomas Law, hath bargained, sold, and conveyed, and by these presents doth bargain, sell, and convey unto them, the said George Calvert and Thomas Peter, the following lots, pieces, or parcels of ground, situate, lying, and being in the said city of Washington, that is to say, the three houses on lot No. 1 and 2, in square 689, now occupied by Mr. Smith, Mrs. Williams, and Mr. Coyle, with the lands appertaining thereto; and the house and lot or tract of ground on lot No. 3, in square 690, now occupied by the said Thomas Law, together with all the houses, buildings, and improvements thereon, or on any part thereof, and all and singular the rights, privileges, and appurtenances to the same, and to any and every part thereof belonging, or in any wise appertaining; to have and to hold the same and every part and parcel thereof to them, the said George Calvert and Thomas Peter, their heirs and assigns, forever; in trust, however, for the following purposes, uses, and objects, and for none other, that is to say, to raise therefrom yearly, and every year, on or before the ninth day of August, in each year, during the natural life of Mrs. Eliza Park Law, wife of the said Thomas Law, the sum of fifteen hundred dollars, clear of all expenses, and the same when so received to pay over yearly and every

year, on or before the 9th day of August in each year, to the aforesaid Mrs. Eliza P. Law for her own separate use and benefit, free from the control, power, or command of him, the said Thomas Law; and after the death of the said Mrs. Eliza P. Law, to reconvey, transfer, and assure the whole of the said property back to him, the said Thomas Law, his heirs or assigns, as the case may be, in fee simple, clear of all incumbrances by them, the said Calvert or Peter, or either of them, their or either of their heirs or assigns thereon imposed. And as the object of this indenture is to secure the payment of the said annuity, he, the said Thomas Law, for himself, his heirs, and assigns, doth by these presents covenant to and with the said George Calvert and Thomas Peter, their heirs and assigns, that he, the said Thomas Law, will on the tenth days of February and August, in each and every year hereafter, during the natural life of the said Eliza P. Law, pay to them the sum of seven hundred and fifty dollars for and in satisfaction of the said annuity, the said payments to be by him continued so long as the said Mrs. Law shall live, to be by them paid over in manner aforesaid to the said Mrs. Law, the first payment, by him the said Thomas Law, to be made on the ninth day of August, in the year one thousand eight hundred and . And the said George Calvert and Thomas Peter, for themselves, their heirs, and assigns, by these presents covenant to and with the said Thomas Law, his heirs and assigns, that so long as the said Thomas Law, his heirs or assigns, shall be punctual in the payment of the said annuity by half yearly payments in the manner hereinbefore stated, so long shall it be lawful for him, the said Thomas Law, his heirs or assigns, to hold, possess, and occupy the premises hereby bargained, sold, and conveyed, and every part thereof, and to have, take, and receive to his and their own sole use and behoof the whole of the rents, issues, and profits; and lastly, that they the said George Calvert and Thomas Peter, their heirs or assigns, will at any time hereafter during the continuance of the said trust, upon the request of him, the said Thomas Law, his heirs or assigns, at his or their proper costs and charges, reconvey to him, the said Thomas Law, his heirs or assigns, as the case may be, any part of the said property herein and hereby bargained, sold, and conveyed, in absolute fee simple, clear and free from the trusts herein expressed and declared; provided he, the said Thomas Law, his heirs or assigns, do first convey to them, the said George Calvert and Thomas Peter, their heirs or assigns, in fee simple, other property in the judgment and to the satisfaction of the said trustees of equal value with that the reconveyance of which is so demanded; the property so to be conveyed to the said trustees in exchange *to be conveyed to the said trustees in exchange* to be conveyed subject to all the trusts hereinbefore declared.

In testimony whereof the said parties have, to these presents, set their hands and seals, the day and year first above written.

THOMAS LAW, [SEAL.]
GEO. CALVERT, [SEAL.]
THOMAS PETER. [SEAL.]

Signed, sealed, and delivered in the presence of—
ROBERT BRENT,
CORN'S CUNNINGHAM.

DISTRICT OF COLUMBIA,
Washington county, to wit:

This day, Thomas Law, George Calvert, and Thomas Peter, the parties to the aforegoing indenture, personally appeared before us, Thomas Law, George Calvert, and Thomas Peter, and acknowledged the aforegoing indenture to be their respective acts and deeds.

Given under our hands this ninth day of August, 1804.

ROBERT BRENT,
CORN'S CUNNINGHAM.

Exhibit F.

Indemnity by C. and P. to Mr. Law.

Articles of agreement made and entered into this ninth day of August, one thousand eight hundred and four, between George Calvert, of the county of Prince George's, in the State of Maryland, and Thomas Peter, of the city of Washington, of the one part, and Thomas Law, of the city of Washington, of the other part, witnesseth: That whereas by an arrangement this day made by and between Thomas Law and Eliza Park Law, his wife, they have mutually agreed to live in future separate and apart from each other, and the said Thomas Law, by indenture bearing even date with these presents, hath conveyed to the said George Calvert and Thomas Peter, and their heirs, certain property, in trust, to secure the payment of the sum of fifteen hundred dollars per annum, to and for the separate use of the said Mrs. Law for and during her natural life; and the said Thomas Law and Eliza, his wife, by one other indenture, bearing even date with these presents, have conveyed to the said George Calvert and Thomas Peter, and their heirs, all the interest devised to the said Eliza Parke Law by the last will and testament of the late General George Washington, of Mount Vernon, and also all the right, interest, and claim which the said Thomas Law and his wife now have, or may hereafter have, in right of the said Eliza Park, into or from the estate of her late father, in trust, for the benefit of the said Eliza Park Law and her daughter Eliza, in the manner and in the proportions in the said indenture set forth; in consideration whereof the said George Calvert and Thomas Peter, and each of them, for themselves, their and each of their heirs, executors, and administrators, have agreed, and by these presents do covenant to and with the said Thomas Law, his heirs, executors, and assigns, that he, the said Thomas Law, and his estate, shall forever hereafter be exempted, acquitted, discharged, and exonerated from any and every debt contracted, or to be contracted, by the said Mrs. Eliza Parke Law, or for and on her account, save and except only the payment of the said annuity of fifteen hundred dollars

above mentioned; and in case the said Mrs. Eliza Parke Law should survive and outlive the said Thomas Law, her husband, then, and in that event, the said George Calvert and Thomas Peter, and each of them, for themselves, their and each of their heirs, executors, and administrators, covenant to and with the said Thomas Law, his heirs and assigns, that she, the said Eliza Parke Law, shall not, and that no person for her or in her right, solely or conjointly with any other person or persons, shall ask, demand, sue for, recover, or in any manner have or take any part of the real estate whereof the said Thomas Law now is, heretofore has been, or may hereafter be seised in and for her rights of dower, of, in, or to his said real estate, or any part of the personal estate, rights, and credits, whereof the said Thomas Law may die possessed, or to which he may die entitled, as or for her legal share or proportion of his personal estate, under or by virtue of the statute of distribution, or claim, or demand, or receive, or have any interest or benefit under or by virtue of a certain indenture tripartite, bearing date on the nineteenth day of March, one thousand seven hundred and ninety-six, made between Thomas Law, of Washington, esquire, of the one part, and Elizabeth Parke Custis, of Virginia, of the other part, and James Barry, of Baltimore town, of the third part, purporting to be a marriage settlement between the said Thomas Law and Eliza, his wife, or under or by virtue of a certain other indenture tripartite, bearing date the eighth day of May, one thousand eight hundred, made by and between Thomas Law, of the city of Washington, esquire, of the first part, Elizabeth Park Law, wife of the said Thomas, of the second part, and Thomas Peter, of the said city of Washington, of the third part, purporting to be a modification of the aforesaid marriage settlement, or from or under any other marriage settlement, promise, or agreement whatsoever heretofore made by the said Thomas Law, to or with his said wife; and the said George Calvert and Thomas Peter, and each of them, for themselves, their and each of their heirs, executors, and administrators, do by these presents covenant to and with the said Thomas Law, his heirs and assigns, that if the said Eliza, wife to the said Thomas Law, or any person for her, shall at any time hereafter subject the said Thomas Law, or his estate, to any debt, or demand, sue for, and recover from him, the said Thomas Law, or from his estate, anything or interest whatsoever, save only what is secured to her and for her benefit in and by two certain indentures bearing even date with these presents, and hereinbefore referred to, that then, they the said George Calvert and Thomas Peter, or one of them, will make good to the said Thomas Law, or to his estate, as the case may be, the loss or injury sustained or incurred by such act of the said Eliz'th Law, or other person acting for her.

In testimony whereof the parties to these presents have set their hands and affixed their seals, the day and year first above written.

GEO. CALVERT, [L. S.]
THOMAS PETER, [L. S.]
THOMAS LAW. [L. S.]

Signed, sealed, and delivered in the presence of—
ROBERT BRENT,
CORN'S CONNINGHAM.

DISTRICT OF COLUMBIA,
Washington county, ss.

This day came before us, two of the justices for the district and county aforesaid, George Calvert, Thomas Peter, and Thomas Law, the parties to the aforegoing instrument, and severally acknowledged the same to be their act and deed for the purposes therein mentioned.

Acknowledged before us, this 9th day of August, 1804.

ROBERT BRENT,
CORN'S CONINGHAM.

Exhibit G.

Codicil to Thos. Law's last will, copied at p.

Exhibit H.

Settlement by Law's adm'r in orphans' court.

The estate of Thomas Law, of Washington, to the estate of Eliza P. Custis, for the amount of an annuity of $1500, payable semi-annually from August 10th, 1820, to January 1st, 1832, with legal interest thereon.

		Time of interest.	Interest.	Principal.
		yrs. mos. dys.		
1821.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	$750 00
	Interest on $750 to Jan. 1, 1832.....	10 10 22	$490 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	10 4 22	467 75	
1822.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1. 1832.....	9 10 22	445 22	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	9 4 22	422 75	
1823.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	8 10 22	400 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	8 4 22	377 75	
1824.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	7 10 22	355 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan 1, 1832.....	7 4 22	332 75	
1825.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	6 10 22	310 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	6 4 22	287 75	

Exhibit H—Continued.

		Time of interest.	Interest.	Principal.
		yrs. mos. dys.		
1826.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	$750 00
	Interest on $750 to Jan. 1, 1832.....	5 10 22	$265 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	5 4 22	242 75	
1827.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	4 10 22	220 25	
1827.				
Aug. 10	6 months' annuity due this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	4 4 22	197 75	
1828.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	3 10 22	175 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	3 4 22	152 75	
1829.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	2 10 22	130 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	2 4 22	107 75	
1830.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	1 10 22	85 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	1 4 22	62 75	
1831.				
Feb. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	10 22	40 25	
Aug. 10	6 months' annuity payable this day.....	.....	.....	750 00
	Interest on $750 to Jan. 1, 1832.....	4 22	17 75	
1832.				
Jan. 1	4 mos. 22 days' annuity payable this day	.....	.....	295 84
			$5,588 00	$16,795 84

Annuity.....	$16,795 84
Interest 11 Jan., 1832.....	5,588 00
	$22,383 84

DISTRICT OF COLUMBIA, *Washington county, to wit:*

ORPHANS' COURT, *Jan.* 30, 1836.

This day appeared in open court Lloyd N. Rogers, administrator of Eliza P. Custis, deceased, and made oath on the holy evangels of Almighty God, that the within account as stated is just and true, and it does not appear by any books or papers left by the deceased that any part of the same has been received, nor has he received any part since the death of E. P. Custis except a deed of trust for which the annuity is secured.

Test: HENRY C. NEALE, *Reg. wills.*

Which account is thus endorsed: Will pass when paid.

By order, HENRY C. NEALE, *Reg. wills.*

Jan. 30, 1836.

Release of Lots.

Deed of Thos. Peter to Thos. Law, 14th July, 1802.

Whereas, by a certain indenture tripartite, made on the nineteenth day of March, seventeen hundred and ninety-six, between Thomas Law of the first part, Elizabeth Park Law of the second part and James Barry of the third part, the said Thomas Law did convey certain lands and property to the said Jas. Barry, in trust for certain purposes therein named, and reserved to him, the said Thomas Law, the power of substituting other property in lieu of that in the said indenture mentioned, and thereby entitled himself to a reconveyance in fee of the property in and by that indenture conveyed; all which will more fully appear, reference being had to the said indenture duly recorded in the office for recording deeds, in that part of the Territory of Columbia which was formerly in the State of Maryland. And whereas by a certain other indenture tripartite, made between the parties aforesaid, on the eighth day of May, eighteen hundred, the said Thomas Law did substitute and convey to the said Thomas Peter, for the purposes in the said deed expressed, other property, and thereby entitled himself to reconveyance in fee of property in the said first recited deed mentioned, all which will more fully appear by reference to the said deed duly recorded in the clerk's office in the county of Washington, in the District of Columbia.

Now this indenture, made this fourteenth day July, eighteen hundred and two, between the said Thomas Peter of the one part, and the aforesaid Thomas Law of the other part, witnesseth: That the said Thomas Peter, for and in consideration of the premises and for the further consideration of one dollar to him in hand paid by the said Thomas Law, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell, and reconvey unto the said Thomas Law, his heirs and assigns, all the following described land and lots of ground in the city of Washington, to wit: Lots numbered thirteen, fourteen and fifteen, in square two hundred and twenty-five; lots numbered one, two, seventeen and nineteen, in square six hundred and eighty-nine; lots numbered three, five, six and seven, in square six hundred and ninety, and lots numbered one, two, seventeen and thirty, in square six hundred and ninety-three, excepting and reserving one undivided sixth part of all the above described property, the said undivided sixth part *of all the above described property the said undivided sixth part* being the property of Mr. William Blane, of London; to have and to hold the above described lots and lands, with all the privileges and appurtenances thereunto belonging, and all the buildings and improvements situated on the same or any part thereof *or any part thereof*, unto him the said Thos. Law, his heirs and assigns, to his and their only use and behoof forever.

In witness whereof, the said Thomas Peter hath hereunto set his hand and seal, the day and year last before written.

THOMAS PETER, [SEAL.]
THOMAS LAW. [SEAL.]

1408.

Signed, sealed and delivered in the presence of—
DANL. CARROLL, of Dud'n,
BENJAMIN MORE.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

On the fourteenth day of July, 1802, before us, the subscribers, two justices of the peace for the county aforesaid, came Thomas Peter, the grantor within named, and acknowledged the foregoing indenture to be his act and deed.

Acknowledged before

DAN'L CARROL, of Dud'n,
BENJAMIN MORE.

Thereupon the said cause was, by the consent of the counsel and by order of the court, regularly continued at rules to the first Monday in January, in the year eighteen hundred and forty-eight; on which last named day the said complainant and defendants, by their respective solicitors, came here into court, when the said cause was on motion referred by order of the court to the auditor of this court, with directions, &c.

And thereupon said cause was, by agreement of the solicitors therein and by order of the court, regularly continued at rules until *until* the first Monday of October next thereafter; on which said last named day came into court here as well the said complainant as the said defendants, by their said solicitors, and the said auditor, and the said auditor reported to the court on the reference aforesaid. Thereupon the said court made the following decree in the premises, to wit:

Interlocutory decree.

JOSEPH EDMUND LAW, complainant,
vs.
JAMES ADAMS, LLOYD N. ROGERS and al., defendants. } In chancery.

Interlocutory decree.

This cause having been referred with instructions to the auditor of this court by a decretal order, bearing date the seventeenth day of January, eighteen hundred and forty-eight, and the said auditor having in fulfilment of said decretal order, and in accordance with the directions therein contained, returned to the court his report in part, bearing date the 4th day of October, 1848; whereby among other things it appears that there remained in the hands of the defendant, James Adams, executor and trustee of Thomas Law, deceased, the sum of $28,985 32, of which amount the sum of $17,292 90 is reported by said auditor to be justly and equitably due, and payable as preferred debts as follows, viz:

No. 1.	To the Patriotic Bank - - - -		$2,607 58
2.	Bank of Washington - - -		515 51
3.	Blane's repr's, heretofore paid	$1,379 26	
	Remaining unpaid - -	1,334 48	
			2,683 75
4.	Rogers, administrator of Mr. Law - -		6,212 63
5.	Grandchildren, (Rogers) - - -		1,121 63
6.	Trustees' commissions, audit, &c. - -		4,181 80
			$17,292 90

And further debts of which only pro-rata dividends can be paid out of said fund in hand, to the following parties and to the following amount, viz:

1.	Mrs. Law's administrator on annuity -	$3,308 96
2.	Grandchildren on £600 claim - -	7,208 40
3.	Blane's on unaccounted sales - -	769 33
4.	Bishop of Bath and Wells - - -	323 00
5.	R. Wallach's administrator - - -	2 43
	Fractions - - - - -	30
		$11,692 42
Which added to the foregoing sum - - -		17,292 90
Constitutes the aforesaid aggregate - - -		$28,985 32

To be distributed as aforesaid.

And whereas it further appears, that after said payments there will remain a further amount due from said estate to the above enumerated creditors, independently of other claims yet to be adjusted and ascertained, of $69,703 67; and that there also remain further assets yet to be collected and converted into money, estimated by said auditor to amount to the sum of $55,988 43; and inasmuch as it is further reported by said auditor, and appears to the satisfaction of the court, that the said assets so to be collected and converted furnish an ample fund to secure to all and each of the creditors of said estate a proportion of their respective debts at least equal to the proportion payable as above to said enumerated creditors, and that said fund, when collected, will be subject to the future order and direction of the court; it is now, therefore, this 20th day of October, 1848, ordered and directed, upon and pursuant to the said report and recommendation of the auditor, and as most beneficial and equitable for all parties interested, and by and with the consent of the said parties, by their solicitors respectively, and reserving to them all right of exception and appeal, that so much of said report of said auditor as establishes the sum in hand for distribution, and so much thereof as fixes the sums to be paid as aforesaid, in preference to all other demands against the estate which have yet been produced and substantiated, and so much thereof as ascertained the proportion payable as dividends to said enumerated creditors and

parties so as aforesaid named, be and the same are hereby ratified and confirmed, and distribution of the said sum of $28,985 32 be made in accordance therewith; the said grandchildren, Rogers, having by their assent hereto declared their election to take under the settlements, renounced all rights under the will of T. Law; and the said defendant, James Adams, is accordingly hereby directed and ordered to pay forthwith to such of the said parties as are resident in this District, and to the solicitors of record of such of them as are non-resident, the said sum as follows, viz :

1. The Patriotic Bank - - -			$2,607 58
2. Bank of Washington - - -			515 51
3. Blane's representatives, heretofore paid	$1,379 26		
Proportion of preference, now payable -	1,304 48		
Dividend - - - - -	769 33		
			3,453 07
4. Rogers, adm'r of Mrs. Law, preferred debt - - - - -	6,212 63		
Dividend - - - - -	3,308 96		
			9,521 59
5. Grandchildren, Rogers, preferred debt -	1,121 63		
Dividend - - - - -	7,288 42		
			8,410 03
6. Bishop of Bath and Wells - -	-		323 00
7. Wallach's adm'r - - -	-		2 43
8. To be retained for com'n, audit, &c. -	-		4,151 80
			$28,985 01
And leaving for undistributed portions -	-		31
			$28,985 32

And whereas it further appears by said report of the said auditor, that there were several lots of ground in the city of Washington which were sold by Thomas Law in his lifetime, and in which it also appeared by said report that said Blanes were interested and entitled to the one-sixth part of the nett proceeds of said sales, but have received no allowance on credit therefor; it is now, therefore, ordered and directed, that said auditor complete and perfect his report in the premises, and where the deeds from said Law express merely a nominal consideration, that he inquire and report to the court the actual sums for which said lots respectively were sold; and that in the absence of direct proof to this point, that he report such evidence of said actual value at the time of such sales respectively, and particularly the sums at which the same was respectively assessed on the books of the Corporation of Washington, at such time respectively; and any other matters and things which may tend to the fixing and ascertainment of said actual value.

And the said auditor is further directed to ascertain and report the names of all parties claiming to be creditors of Thomas Law, deceased,

with the sums respectively due to them and payable out of his estate; and to enable him to fulfil this direction, he is hereby authorized and directed to give public notice, to be published in the National Intelligencer for such time as he may deem reasonable and just to all persons claiming to be such creditors of said Law, to present and prove their said claims; and in cases where the validity of said claims shall be contested, to report the evidence for or against the same.

And inasmuch as it further appears from said report of said auditor, that said James Adams has, since the death of said T. Law, sold and disposed of the interest and estate of said Law, in divers pieces of property, real estate and leasehold, in which also the said Blanes appear to have an interest, without making any disposition of said Blanes' interest; and whereas the legal title to said property was vested entirely in said Law, and the interest of the Blanes was an equitable right to one-sixth of the proceeds, it is hereby ordered and directed by and with the assent of the solicitor of said Blanes, that the trustee hereinafter named sell and convey to the said purchaser, respectively, or to others, according to his judgment and discretion, the remaining one-sixth part of said property heretofore sold as aforesaid, and bring the proceeds of the same into court for its direction and order; and the solicitor of said Blanes hereby assenting to and confirming the sale made to Lewis Carusi, as set forth in said report, so much of said report as carries and places to the credit of said Blanes the one-sixth part of the nett proceeds of said sale be, and the same is hereby, confirmed.

And inasmuch as it further appears that there is certain real estate and leasehold property, formerly of said Thomas Law, some of which is embraced in and subject to the settlements and conveyances mentioned in the former decretal order of this court, some of which now stands in the name of Thomas Law himself, and in some of which the said Blanes still have an interest in the proceeds when sold; and whereas also the entire purchase money payable for sale heretofore made has not been fully collected, and there may be other sums of money, debts, &c., belonging to said estate still outstanding, it is further ordered and directed, that said hereinafter named trustee proceed as soon as he shall deem it for the interest of the parties concerned, to sell and dispose of all the said enumerated and described real estate, and to collect all said outstanding debts; and as the same shall be consummated and accomplished, to make report of his proceedings to this court, subject to its confirmation and approval; and said auditor is further directed to report upon such sales and collections, and upon the proper appropriation and distribution of the same.

And the said auditor is further instructed and directed to report to this court all the legal and taxed costs of the several parties to the suit, and the reasonable and proper expenses of said defendant, Adams, in and about the same, not already allowed him.

Trustee appointed.

And it is hereby further ordered and directed, that said James Adams

be, and he is hereby appointed and constituted trustee, to carry into effect, fulfil and execute so much of this order and decree as by its terms and tenor are to be executed and performed by him; and that before he enters upon the performance of his said duties as trustee, he shall execute and deliver to the clerk of this court a bond, (copied at p.) with sufficient sureties, and in the penalty of twenty-five thousand dollars, to be approved by the court, or in vacation, by one of the judges thereof, conditioned for the faithful performance of the duties reposed, or to be reposed in him, and of all orders, decrees and instructions heretofore and hereby and hereafter made and to be made and given.

And it is further ordered, that all the rights and equities of the several parties be reserved until the further order and decree of the court.

By order of the court.

Test: W. BRENT, *Cl'k.*

Thereupon the said cause, by agreement of the respective solicitors therein, and by order of the court, was regularly continued at rules until the first Monday of November, in the year eighteen hundred and fifty-one, (various proceedings therein having ad interim transpired, but which are not required to be here entered;) on which last named day came into court here, as well the said complainant as the said defendants, by their respective solicitors: Whereupon the said court made and passed the following order, to wit:

Order of reference to auditor.

LAW VS. LAW.

The trustee, James Adams, having made a farther report in this case, it is ordered that the same be referred to the auditor to examine and report upon the same; and having ascertained the balance in the hands of the trustee, further to report as to the manner of distributing the same among the several parties entitled to the same.

By order of the court.

Test: JNO. A. SMITH, *Cl'k.*

18th Nov'r, 1851.

Thereupon the said cause, by consent of the respective solicitors therein and by order of the court, was regularly continued at rules until the first Monday of September, in the year eighteen hundred and fifty-two; on which last mentioned day came into court here, as well the said complainant as the said defendants, by their respective solicitors, and also the auditor of this court: Whereupon the said auditor filed in court here the following "auditor's report," to wit:

Auditor's 6th report.

JOS'PH EDM'D LAW
ag't
JAMES ADAMS, LLOYD N. ROGERS & al. } No. 83.—Equity.

Since the report of the 8th October, 1850, another public sale and

several private sales of the trust property have been made by the trustee. They are stated in his several reports of the 29th November, 1850, the 10th November, 1851. and the 13th July, 1852.

The order of the 18th November, 1851, directs "an examination of the trustee's returns, and a report as to the manner of distributing the proceeds among the several parties entitled."

Due notice of such execution was given. The trustee has attended and made his statements and explanations. The audit has been delayed for the purpose of affording him time to dispose of, and get in the remnant of the trust property, in order that the whole might be embraced in this report. This has been nearly effected, but there still remain some outstanding assets.

In the first report, a partial distribution of the assets then in the executor and trustee's hands was made, and the respective sums then assigned to the respective claimants have, it is presumed, been paid to them pursuant to the order of the court of the 20th October, 1848. If not, they are in the trustee's hands for the purpose.

That order was passed by consent of all parties, under the impression that the sums so assigned and directed to be paid would, at all events, and under any circumstances or contingency, be found due to those parties. Those sums are not, therefore, brought into the account now stated.

The second report was partial, and related chiefly to the allowance of fees and costs of suit, &c. The trustee's receipts and payments, stated in that report, are merged in the 5th report.

The third report relates to the claim of Blane's representatives as creditors of Law, and enlarges their demand upon his estate beyond the amount stated in the 1st report.

The fourth report takes up the claim of the grandchildren as creditors on Mr. Law's general estate, and increases their demand beyond the amount in the 1st report, by admitting them as creditors for the purchase money of lots sold by Mr. Law, which had been settled upon them by the marriage articles and the deeds of 1802, they having elected to confirm to the purchasers the sales so made by Mr. Law.

The 2d, 3d and 4th reports were made in pursuance of the special direction contained in the said order of 20th October, 1848, which also directed the trustee to sell the trust property, and authorized him to do so at public or private sale, and to bring the funds into court for distribution, according to the principles settled by the interlocutory decree of the

Up to that time the sales had been made by Mr. Adams, as executor of the will of Mr. Law, and had been private sales.

When the 5th report was made, extensive sales had taken place under authority of the said decree. The trustee's account up to the 2d April, 1850, is stated in that report; and the assets arising from the sales and other sources, and which had come to hand since the 1st and 2d reports, are therein marshaled and distributed. That report also embraces the matter of the 2d report.

It is now referred to for the sums assigned to the respective parties. Some are therein stated to be then due in cash; others in deferred payments of purchase moneys, the sales having been made in May, 1849, on a credit of one, two and three years.

The period of credit has now expired, and nearly the whole of the deferred payments have been received by the trustee, not more than about $700 being outstanding. It is proposed therefore, on this audit and in this report, to consider the whole as cash in the trustee's hands, to which he consents.

The interest accruing on those deferred payments was not then charged; it amounts to the sum of $1,360 $\frac{6}{100}$. This is also proposed to be charged up to the trustee as cash, to which he also assents.

The trustee has not paid any of the sums assigned by the 5th report to the respective parties. The whole is now in his hands, awaiting the final decree of the court.

Considerable property remained unsold at the date of the 5th report; nearly the whole has been since disposed of, and it forms the special and chief subject of this audit and report.

The principal sale was made at auction, on the 7th July, 1851. The entire amount of all the trustee's sales, private as well as public, subsequent to April, 1850, and his collections of unpaid purchase moneys on sales made by him as executor, prior to the decree, of rents, dividends, interest, debts, and interest upon investments made by him of the trust funds, are shown in his several returns mentioned at the commencement of this report, and in his account current of the 13th July last, hereto annexed, which represents the cash received by him, and also embraces the payments made to him on account of the deferred payments and interest of the sale made in May, 1849.

The aggregate embraced therein, and now accounted for, is			$38,484 88
Which is composed of this sum in cash		$27,246 40	
And of this in deferred payments		11,238 44	
			38,484 88
The trustee's disbursements and commissions, since the 5th report, amount to $2,251 01; which deducted from		27,246 40	
The cash portion of his returns		2,251 01	
Leaves for distribution this sum in cash			24,995 39
And this in deferred payments, or the credit portions of the purchase moneys			11,238 44
			$36,233 83
The portion of Blane's representatives, as part owner and creditor therein, is in the cash portion	$6,203 24		
And in the deferred payments	2,760 55		
		8,963 79	
And of the heirs or grandchildren also, as part owners and creditors, is, in the cash	14,319 51		
And in the deferred payments	7,008 56		
		21,328 07	

Of Lloyd N. Rogers, adm'r of Mrs. Law, in respect of the annuity settled on her as a special and preferred claimant on a part of the property, and as a general creditor on Mr. Law's general estate: This sum in the cash..	$4,029 63		
And this in the deferred payments.....	1,292 74		
		$5,322 37	
Of the Bishop of Bath and Wells, as a creditor, these sums, as above, in cash.....	439 72		
In the future payments.....	174 69		
		614 41	
And R. Wallach, cash.....	3 29		
future.....	1 29		
		4 58	
fractions.....	.....	61	
			$36,233 83
This distribution and the trustee's account are shown in detail in the schedules hereto annexed, No. 1 and 2.			
Bringing into this audit the several amounts reported to be due to the respective parties in the 5th report, in the assets therein accounted for, the nett amount being.....	.....	.....	25,356 28
Which, being added to the above $36,233 83, will produce this sum.....	.....	.....	61,590 11
The aggregates wherein due to the several above named parties will be the following, viz:			
To Blane's representatives—			
Cash on this report.....	6,203 24		
Cash from the 5th report; all now to be taken as cash, as stated above.....	6,205 39		
		12,408 63	
Deferred payments on this report.....	.....	2,760 55	
			15,169 18
To the heirs or grandchildren—			
On this report, cash.....	14.319 51		
On the 5th.....	11,063 01		
		25,382 52	
And deferred payments.....	.....	7,008 56	
			32,391 08
To the adm'r of Mrs. Law—			
Cash on this report.....	4,029 63		
On the 5th.....	7,722 60		
		11,752 23	
Deferred payments.....	.....	1,292 74	
			13,044 97
To the Bishop of Bath and Wells—			
Cash from both reports—this.....$439 73			
The 5th..... 307 69			
	767 41		
Deferred payment on this.....	174 69		
			922 10
To R. Wallach—			
The same: cash $3 29 and $2 35.....	5 64		
In the deferred payments.....	1 29		
			6 93
Fractions on the 5th report, $55 24; on this, 61c.	.....	.....	55 85
			$61,590 11

A sum of nearly $50,000 has come to the trustee's hands in cash, the greater part of which he keeps invested in divers loans and securities, and accounts to the trusts for the dividends and interest. But it is suggested that it would be safer for him, as well as proper, that the directions of the court should be sought, and the investments made under its order, pending the appeal which, as executor of Mr. Law's will, and pursuing his directions, he states he deems it his duty to take, and remain so invested until the final decision of the cause.

Todd's claim.

A claim has been preferred by Mr. Todd, the purchaser of one of the ground rents, for a return of part of his purchase money, paid under mistake. The ground rent purchased was $19 $\frac{50}{100}$, and the purchase money paid $325. It was a private sale, and was made, as the trustee states, on the supposition that the original lease permitted redemption on the payment of a sum which, at six per cent., would produce the rent. Neither party knew it could be brought under the lease for a less sum. They afterwards ascertained that $450 was the purchase money stipulated in the lease for the entire rent of $35. The rent had been divided into 19 $\frac{50}{100}$ and 15 $\frac{50}{100}$. The proportion of the $450, for the purchase of the 19 $\frac{50}{100}$, is $250 $\frac{74}{100}$—the excess of payment - - - - - - - - - - - $74 26

Which, with interest from 1st August, 1846, to 8th June, 1852, amounts to - - - - - - - - - 26 00

100 26

Less the cost of the audit - - - - - - - - 4 66

$94·60

Has been passed to the credit of the trustee in his disbursements, and can be paid to Mr. Todd if approved by the court. It could scarcely be considered as coming before me on this reference. But both parties desired it should be acted on; and the court can in this way, as well as a more formal one, sanction or reject. Mr. Todd's petition is filed, and copies of the lease and assignments.

The property which still appears to be unsold is the following, viz:

Lots No. 2, square No. 324.
5, " 633.
5, " 692.
pt. 23, " 732.
8, " 770.
pt. 3, " 690, with the three-story house thereon. This property is involved in the McCormick controversy, explained in a former report.

The fund, now amounting to about $5,000, in J. P. Ingle's hands as an indemnity to the May property, also heretofore explained, is yet unadjusted.

The lots which were sold by the trustee as executor, prior to the decree, in which Mr. Blane's one-sixth interest is still outstanding, appear to be the following. See Report of October, 1848, p. 141.

Pettibone	Lot D,	square	228
Buckingham	part 8,	"	350
Purdy	3, 10,	"	575
Boyle	8,	"	575
Towle	A & B,	"	690
Towle	6, 15, 18, 19, 20, 21, 22,	"	695
Stelle	C,	"	690
Patton	B, H,	"	693
Brady	C,	"	693
Craig	3,	"	695
Fowler	4, 5,	"	695
Lyons	9, 10, 11, 12, 13, 14,	"	695
Higgins	16,	"	695
Grinder		" N.	699
Collard	1, 2, 3,	"	741
Fitzpatrick	4, 5, 6, 7,	"	741
Thomas	7, 8,	"	742
Richards	13,	"	878
Bean, Geo.	14, 15,	"	770
Barry	16,	"	770
Thos. Lowe	7, 8, 9,	" N.	743

And the unpaid purchase moneys for Mr. Law's five-sixths of lots so sold by the trustee as executor, appear to be due from (see Report October, '48, p. 149)—

Higgins, Grinder, Baker, Fitzpatrick, Barry, T. Lowe, W. H. Hickey.

And the debts still apparently unpaid, marked good, p. 151, are—

Maddox, $51 18; Mrs. Sprigg, $170; Waller, $10; Barker, $400.

The amount now standing to the credit of Bishop of Bath and Wells, on the first distribution, Rep. 1848, p. 143, is $323, in the trustee's hands, over and above the dividends assigned to him by the present and the 5th reports.

31st August, 1852.

W. REDIN,
Aud'r.

Schedule No. 1.

James Adams, trustee, in No. 83, equity.—1852, August.

Dr.			
To amount of sales as per his report of 29th Nov'r, 1850, private schedule No. 2			$3,482 28
To do., 10 November, 1851, auction			15,459 95
To do., do. private			1,824 70
To do., 13 July, 1852, private, including $45, a dividend from old capital			3,806 74
			24,566 67
In which is included the purchase money for Mr. Blane's one-sixth of sales made prior to the decree, in cash $1,655 68, and deferred payments $244 11			1,899 79
			22,666 88
Portion thereof in cash		$11,672 51	
Deferred payments		10,994 33	
			22,666 84
To cash portion above			11,672 51
To interest received from the purchasers thereon, schedule No. 3, col. 6			282 03
To collections from unpaid purchase moneys, prior to decree, and interest, since report of 8th October, 1850, schedule No. 5, 1			5,298 24
To do. of Blane's sixth from sales, prior to decree, since last report, cash portion, col. 3			1,655 68
To rents collected since, schedule No. 4			3,942 52
To debts collected, schedule No. 5, 2			598 94
To interest received by the trustee on his deposits and investments, No. 5			2,435 87
To interest on the deferred payments of purchase moneys at the sale in May, 1849, schedule No. 5, 4			1,360 61
			$27,246 40
Cr.			
By trustee's disbursements, viz:			
Auctioneer and advert'g, $71 88; insur., $48 50	$120 38		
5th audit $77 07, counsel fees to Marbury & Hellen, $50	127 07		
Taxes $115 49; redemption of 16, square 689, $65 39	180 88		
Repairs, $69 50; Naylor, $8 85; protests, $3 50	81 85		
		510 18	
By trustee's consumption, viz:			
On rents, $3,942 52, at 10 per cent	394 25		
Former old sales, $5,298 24, half	83 72		
Blane's $1,899 73, at 5	95 15		
Debts $598 94, at 10	59 89		
Interest and dividends $2,435 87, at 10	243 58		
Sales and interests, less Blane's $22,948 87	608 82		
Interest on deferred paymen.s	34 00		
		1,519 41	
By auditor's fees	121 16		
By do. Todd's claim	4 66		
		125 82	
By Todd's claim allowed	100 26		
Less expense of stating, &c.	4 66		
		95 60	
			$2,251 01

Schedule No. 1—Continued.

Dr.			
To balance in cash			$24,995 39
To deferred payments of the sales in the three reports above referred to		$10,994 33	
To do. of Blane's added, schedule No. 3—3, 7..		244 11	
			11,238 44
			36,233 83
For distribution thereof see schedule No. 2. And thereto the amounts reported due to the respective parties and creditors in the 5th report of 8th October, '50, as then and now in trustee's hands, thus:			
To Blane's representatives—			
In cash	3,546 66		
In deferred payments, deemed cash now	2,658 73		
		6,205 39	
To Mrs. Law's administrator—			
In cash	4,948 54		
In then deferred payments, now cash	2,774 06		
		7,722 60	
To the heirs—			
In cash	5,169 17		
In deferred payments then, now deemed cash	5,893 84		
		11,063 01	
To the Bishop of Bath and Wells—			
In cash	141 49		
In deferred payments	166 20		
		307 69	
To R. Wallach		2 35	
Fractions		55 24	
			25,356 28
			61,590 11
In cash	24,995 39		
Do.	25,356 28		
		50,351 67	
In deferred payments		11,238 44	
			61,590 11

31st August, 1852. W. REDIN.

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Schedule No. 2.—Distribution.

Distribution of the proceeds of the 3 reports, of 29th November, 1850, 10th Nov'r, 1851, and 13th July, 1852; and of the collection of rents, dividends, interest, arrears of purchase money, and debts stated in the account current of 13th July, and in the preceding account.

Total from those sources for distribution				$36,233 83
Blane's cash proportion of rents	$489 58			
one-sixth of sales prior to decree, and int.	1,655 68			
one-sixth of these sales now reported	1,945 42			
one-sixth Carusi's pay'ts	97 64			
one-sixth Todd's	68 00			
one-sixth of the interest on the sales now reported	47 00			
His proportion of int. made by the trustee on his deposits	490 87			
	4,794 19			
His share of expenses off	303 08			
	4,491 11			
Share of Todd's allowance off	15 93			
Deferred payments		4,475 18		
Old sales one-sixth	244 11			
One-sixth of present sales	1,832 39			
		2,076 50		
			6,551 68	
L. N. Rogers, adm'r, &c., cash, rents	375 00			
Int. on purchase money for 689	84 63			
Share of int. earned	389 95			
	849 58			
Expenses off	78 58			
			771 00	
Heirs: Cash, five-sixths of their lots with Blane, now reported and sold	2,829 93			
Proportion of interest received on sales now reported	66 69			
Proportion of int. made by the trustee on deposite and loans	661 20			
		3,557 82		
Share of expenses off		251 77		
		3 306 05		
Deferred payments		2 665 48		
			5,971 53	
				13 294 21
Balance for general distribution				22.939 62
In cash			16.443 16	
In deferred payments			6,496 46	
			22,939 62	
The debts amount to $84,401 18. The dividend in cash is 19 4 per cent.; and in the deferred payments, 7.6 per cent. Total to each on this distribution:				
To Blanes representatives—				
Cash the personal dividend	1,728 06			

Schedule No. 2—Continued.

Original share above	$4,475 18			
		$6,203 24		
Deferred payments present dividend	684 05			
Original share	2,076 50			
		2,760 55		
			$8,963 79	
To Mrs. Law's adm'r—				
Cash present dividend	3 258 63			
Original share	771 00			
		4,029 63		
Deferred payments present dividend		1,292 74		
			5,322 37	
To the heirs—				
Cash present dividend	11,013 46			
Original share	3,306 05			
		14,319 51		
Deferred payments this dividend	4 343 08			
Original shares	2,665 48			
		7,008 56		
			21,328 07	
To Bishop of B. and W.—				
Cash in this dividend	439 72			
Deferred pay'ts in do	174 69			
			614 41	
To R. Wallach—				
Cash in dividend	3 29			
Def'd pay't do.	1 29			
			4 58	
Fractions			61	
				$36,233 83

31*st August*, 1852. W. REDIN.

Schedule No. 3.—Sales.

			Aggregate.	Heirs.	Blane.	Law & B	Cash.	Interest.	Owing.
Private report, 26th November, 1850.									
W. McKinstry, lot 7, sq. 260			$1,342 00			$1,342 00	$300 00	$4 65	$1,042 00
H. Pritchard, 5, sq. 722, Lowe's			550 00			550 00	370 00		180 00
M. Casteel, one-sixth part sq. 766			34 96		$34 96		34 96		
H. Cromwell, one-sixth 1, 27, 28, sq. 743			105 18		105 18		105 18		
T. Parsons, 15, sq 685			514 10	$514 10			514 10	8 65	
W. P. Elliot, one-sixth G, 1, 30, sq. 693			50 46		50 46		50 46		
J. Fitzgerald, one-sixth 1, 16, 17, sq. 740			237 84		237 84		237 84		
J. Jack, 1, sq. 766			75 00			75 00	75 00		
E. B. Mudd, 14, sq. 685			572 74	572 74			572 74		
Public report, 7th July, 1851.									
C. Doubleday,	4, sq. 228		370 01			370 01	185 00	5 63	185 01
W. B. Todd,	5, "	$233 03½							
	6, "	216 64½							
	7, "	207 25½							
	16, sq. 689	489 50							
Private,	2, sq. 228	311 60							
			1,458 03½			1,458 03½	1,302 23	45 67	155 80
S. P. Franklin,	8, "	195 75½							
	5, sq. 766	37 50							
	pt. 6, "	378 17							
	7, "	194 35½							
	6, "	244 02							
			1,049 80			1,049 80	524 90	15 86	524 90
L. N. Rogers,	10, sq. 228	619 20							
	8, sq 637	304 26							
	6, sq. 685	1,111 57½							
	14, "	797 7½		1,909 30½					
	4, sq. 692	275 22							

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Schedule No. 3—Continued.

			Aggregate.	Heirs.	Blane.	Law & B.	Cash.	Interest.	Owing.
L. N. Rogers,	12, sq. 692	$61 43⅔				$336 65⅔			
	4, sq 693	262 27⅓							
	24, "	46 88							
	15, sq. 743	62 50							
	16, "	37 50							
	18, "	18 75		$427 90⅓					
W. ½	5, sq. 382	905 00				905 00			
			$4,502 33				$2,251 16	$68 00	$2,251 16
H. McCormick,	7, sq. 637	154 26				154 26			
	6, sq 693	128 28							
	9, "	83 32½							
	35, sq. 732	80 20							
	3, sq 743	100 00		391 80					
	11, sq 743 N	42 10				42 10			
			588 16½				294 08	8 89	294 08
A. Rothwell,	3, sq. 637	201 75							
	9, "	151 31¼							
			353 06¼			353 06¼	176 52	5 32	176 52
C. W. Stewart,	10, sq. 690		59 31¼	59 31¼			14 83		44 48
J. P. Ingle, div'd on capital		45 00							
Interest therein sold		736 00							
			781 00			781 00	781 00		
C. H. Van Patten,	10, sq 692	30 26½				30 26½			
	20, sq. 732	148 86							
	21, "	115 15							
	36, "	105 28							
	19, 21, 22, sq. 743	11 00		380 29					
			410 55½				102 64		307 91½
D. A Hall,	11. sq 692		40 31			40 31	10 07		30 24
R. M Coombs,	10, sq. 693		135 62½	135 62½			33 90		101 72½
R. Wallach,	26, "		61 29	61 29			61 29		
W. Marshall,	27, "	67 13							

	4, sq. 694	123 80							
	8, "	106 53½		297 46½					
pt.	5, sq. 381	253 94				253 94			
			551 40½				275 70	8 35	275 70½
W. S. Colquhun,	9, sq. 694		53 59	53 59			26 78	80	26 81
Geo. Watterson,	31, sq. 732		198 48	198 48			99 24	3 03	99 24
J. P. Ingle,	37, "		106 95	106 95			26 74		80 21
M. Kelly,	1, sq 743	168 65½		168 6½					
	9, sq 766	346 62				346 62			
			515 27½				257 64	7 79	257 64
J. H. Goddard,	2, sq 743	146 40		146 40					
	10, sq. 743 N	26 26							
	12, " "	40 39				66 65			
			213 05				106 52	3 19	106 52
K. H. Lambell, pt.	7, sq. 744	1,158 30		1,158 30					
pt.	2, "	1 242 06½				1,242 06½			
			2,400 36½				1,100 09	36 39	1,300 27½
Stuck, pt.	3, sq 575		775 00			775 00	387 50	11 03	387 50
C. Greenwell, pt.	1, sq 766		91 87			91 87	45 94	1 48	45 93
E. G. Moreland & B, pt.	4, sq. 460		254 00			254 00	63 50		190 50
R. Barry, pt.	1, sq. 770		255 00			255 00	117 75	3 27	137 25
Davis & Garrett, pt	5, sq. 381		452 77			452 77	226 40	6 84	226 37
J. Moore, pt.	5, "		536 09			536 09	268 06	8 11	268 03
A. Small, pt.	5, "		332 20			332 20	166 10	5 02	166 10
Private report, 7th July, 1851.									
J. W. Ward, one-sixth	1, 3, sq. 294		581 10		581 10		561 99		19 11
J. Smith, E. ½	3, sq 766		72 50			72 50	72 50	7 02	
T. Blagden, one-sixth lots,	sq 740, 695	178 19							
" " "	741	334 32							
" " "	738	52 74			565 25				
17 "	693	237 25				237 25			
			802 50				600 00	30 09	202 50
A. H. Matthewson,	7, 12, sq. 770		57 00			57 00	57 00		
Private, since Oct., 1851.									
T. Kearney,	pt. sq 225		360 00			360 00			360 00

Schedule No. 3—Continued.

		Aggregate.	Heirs.	Blane.	Law & B.	Cash.	Interest.	Owing.
M. Shanks, pt. 4, sq 379		$267 81			$267 81	$267 81		
J. W. Jones, pt. 16, sq. 770		70 00			70 00	20 00		$50 00
H. Gelston, pt. 3, 4 sq 379		269 45			269 45	269 45	$5 51	
Same, pt. 3, 4, sq 381		1,507 68			1,507 58			1,507 68
J. Grinder, pt. 7, 8, sq 695		100 00			100 00			100 00
Mrs. Joyce, pt. 28, sq 732		12 24	$12 24					12 24
F. Little, one-sixth, 1, 2, 12, sq. 350		300 00		$300 00		7 00		225 00
Geo. Bean, pt. 15, sq. 770		138 56			138 56	138 56	6 44	
		$24,566 66		$1,874 79		$13 328 19	$307 03	$11,238 44
			Blagden..	25 00				
					B agden's	int. to Blane's		
				1,899 79	acc't		25 00	
Cash				1,655 68			282 03	
Deferred payment				214 11				

Schedule No. 4—Rents.

Tenants.	Aggregate	Annuity	Law.	Law & Blane.
Bushe	$375 00	$375 00		
Kearney	168 00			$168 00
Barker	40 00		$40 00	
Barry	18 00			18 00
Small, for Moore	46 25			46 25
Moore	138 75			138 75
Hein	100 00		100 00	
Walker	3 00			3 00
Moreland	20 00			20 00
Barker	40 00		40 00	
Hein	100 00		100 00	
Stant	4 00			4 00
Barry	18 00			18 00
Same, assig'ee Cooper	48 00			48 00
Hein	100 00		100 00	
Pitchard, ass'ee Cooper	48 00			48 00
Keyworth	38 06			38 06
O. Cook's heirs	42 50			42 50
Barry	54 00			54 00
Hein	100 00		100 00	
Keyworth	14 28			14 28
Moore	145 94			145 94
Kearney	72 00			72 00
Lyons	257 20			257 20
Shanks	303 45			303 45
Grinder	18 00			18 00
Gelston	1,480 09			1,480 09
Barker	50 00		50 00	
Hein	100 00		100 00	
	$3,942 52	$375 00	$630 00	$2,934 52

Carried to the respective credits of Law's estate, Law & Blane, and the adm'r of Mrs. Law, as to the annuity.

Schedule No. 5.

1. Collections from former private sales, report Oct'r, 1848, p. 149.	Law.	Blane.
Pettibone	$52 00	
Carusi	304 17	$60 83
Barry, int. Baker	20 58	
Fitzgerald	758 30	
Grinder, Lowe	50 00	
Barry, int.	22 32	
Same	27 28	
U. Ward	327 50	
Same	331 49	
Grinder, Lowe	25 00	
Purdy, int.	42 00	
U. Ward	332 24	
Pettibone	54 60	
Barry, int.	20 58	
Carusi	184 00	36 81
Barry, int.	22 39	
Same	27 53	
Patton	143 10	
Lyons	318 47	
Barry, int Baker	20 58	
U. Ward	1,686 06	
Barry, int.	22 32	
Todd, leasehold	270 84	54 16
Int. thereon	69 16	13 84
	$5 132 60	$165 64
	165 64	
	$5 298 24	
2. Debts.		
W. W. Seaton	$598 94	

3. Interest made by the trustee on moneys collected.	
Latham	$85 66
Corporation of Wash'n, int.	135 00
Latham	90 00
Corporation of Washington	156 00
Latham	217 25
Corporation of Washington	156 00
Latham	473 50
Chubb & Co	55 00
Selden & Co	50 00
Corporation of Washington	156 00
Purdy, int	18 30
Selden & Co	300 00
Chubb & Co	51 67
Same	14 00
U. Ward	4 17
Latham	48 53
Bank of Washington	76 00
Willie	6 20
Corporation of Washington	75 00
Brodhead	17 79
Latham	250 00
	$2,435 87
4 Interest on deferred payments of 5th report. The sale was made in May, '49, on a credit of 1, 2, and 3 years. The principal, $11,534 86; the interest	$1,360 61

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DR. *James Adams, trustee, in account estate of Thomas Law, to cash received at sundry times, as follows:*

1850.			
April 10	Stans. Murray, note		$41 50
	Professor Bache		375 00
" 12	J. A. Power, note and int.		49 82
" 18	R. W. Latham, int. on loan		85 66
" 20	L. N. Rogers, note		1,623 38
" 30	Col. J. Kearney, rent lot, sqr. 225		168 00
May 3	Major Barker, rent 690		100 00
7	Richard Barry, rent 770		18 00
	Do. int. on Miss Baker's note 741		20 58
	W. Pettibone, note and int. 228		52 00
16	L. Carusi, on acc't note and int. 350		365 00
	Keithley, note and int.		29 21
	A. Woodward, note and int. 770		24 08
	George Bean, " " 770		37 39
	Mrs. Joyce, " " 690		45 78
	Geo. Bean, account of sales 770		100 00
	Samuel Byingham		60 82
	H. Aukward		10 61
	A. Nailor, note and int.		23 42
	Richard Barry, int. on note		6 78
	W. B. Todd, note and int.		187 73
	S. P. Franklin, do.		354 06
	D. A. Hall, do.		79 85
	J. B. North, do.		11 86
	J. Howard, do.		12 48
	Geo. Watterston, do.		7 00
	H. Naylor, do.		94 09
	Wm. McKinstry, cash sale of lot 7 260		304 65
	H. Pritchard, cash paym't, sale leasehold 742		100 00
	Jno. M. Broadhead		64 88
June	Mary Casteel, one-sixth of lots, sq. 766		34 96
	Harriett Cromwell, one-sixth lots 1, 27, and 28, sq. 743		105 18
	Thomas H. Parsons, cash payment, lot 15, sq. 685		129 10
	W. P. Elliott, one-sixth lot G, sq. 693		50 46
July	Jas. Fitzgerald, one-sixth lot 1, 16, 17, square 740		237 84
	Jas. Fitzgerald, for note		758 30
August	And small ground rent for J. Moore, sq. 381		46 25
	John P. Ingle, div'd on brick capitol		45 00
	Jas. Moore, ground rent, sq. 381		138 75
	Jas. Jack, sale lot sq. 766		75 00

Statement—Continued.

	S. Hein, Co. Survey off., rent - -	690	$100 00
Septem'r	H. Pritchard, $10, Oct. do. $10 on account - - - - - -	742	20 00
October	J. A. Power, note and int. - - -		51 23
	W. W. Seaton, his note and int. - -		598 94
	W. B. Todd, note and int. - - -		384 06
	Wm. Grinder, on account Lowe's notes for lots, sq. - - - - -	743	50 00
	Miss Emily B. Mudd, sale lot 14, sq. -	685	572 74
	T. H. Parsons, notes and int. - -		361 15
	Wm. Walker, rent, sq. - - - - -	743	3 00
	John B. Ward, one-sixth lots 1 and 3, cash, sq. - - - - - -	294	48 32
Nov'r	Mrs. Moreland, rent, sq. - - -	460	20 00
	Geo. Bean, note - - - - -		45 00
	Jno. Purdy, note and int. - - -		246 34
	Richard Barry, int. - - - -		22 32
	Corporation of Washington, int. - -		135 00
	H. Pritchard, July - - - -		10 00
	Ben'n Bean, 3 notes - - - -		44 08
	R. W. Latham, int. on loan - - -		90 00
	D. V. Barker, rent in Aug. - - -		40 00
	Richard Barry, int. in Aug. - - -		27 28
	J. Parsons, note and int. in Sept. - -		32 50
	Ulys. Ward, by Hackney, Oct. 5 - -		327 50
	Mrs. Joyce, notes and int. - - -		93 77
	H. Pritchard - - - - -		10 00
	Ulys. Ward, (by Hackney) - - -		331 49
	Richard Barry - - - - - -		115 65
	J. Smith - - - - - - -		47 25
	S. B. Boarman - - - - - -		1 50
Dec'ber	H. Pritchard - - - - -		10 00
	S. Hein, Co. Survey off. - - -		100 00
1851.			
January	Wm. Stant - - - - - - -	695	4 00
	Corporation of Washington, interest -		156 00
	R. W. Latham, int. on loan - - -		217 25
	W. A. Grinder, on account Lowe's notes		25 00
	Jas. Smith, E. pt. lot 3, sq. - - -	766	10 00
Febru'y	H. Pritchard - - - - - -		10 00
	John Purdy, int. on note - - -		42 00
	A. H. Mattherson, pts. lots 12 and 7, sq.	770	57 00
	H. Pritchard - - - - - -		10 00
March	Same - - - - - - - -		10 00
	W. Ward, (by Hackney) - - -		332 24

	J. B. Ward, note			$513 67
	W. Pettibone, note and int.			54 69
April 2	H. Pritchard			10 00
	Richard Barry, interest			20 58
	Do. rent		770	18 00
	J. A. Power, note and int.			51 52
May	H. Pritchard			10 00
	George Bean, note and int.			39 49
	Rich'd Barry, "			125 69
	Jno. M. Brodhead, "			68 54
	H. Nailor, "			99 43
	A. Naylor, "			24 74
	John Purdy, "			259 09
	D. A. Hall, "			84 35
	S. Byington, "			64 24
	H. Aukward, "			11 21
	A. Woodward, "			25 47
	Keithley, "			30 90
	J. B. North, "			12 52
	S. P. Franklin, "			374 10
	W. E. Howard "			13 20
	Geo. Watterston, "			7 42
	E. L. Rogers, on account,			500 00
June	H. Pritchard			10 00
	L. Carusi, note on int.			220 81
	Richard Barry, int.			22 39
	Assignee of Js. Cooper, rent, sq.		575	48 00
July	S. Hein, Co. Survey off., rent			100 00
	Int. on Corporation stock			156 00
	H. Pritchard			15 00
	Assignee of Js. Cooper, rent, sq.		575	48 00
	R. Keyworth			38 06
	O. Cook's heirs			42 50
	Thomas Blagden, note and int.			206 68
August	R. W. Latham, interest			473 50
	H. Pritchard			15 00
	John Purdy, int.			18 30
	Dyer & McGuire, account sales			3,730 67
Septem'r	J. B. Ward			527 08
	Chubb & Schenck, int. on loan			55 00
	Richard Barry, interest			27 53
October	H. Pritchard			30 00
	Richard Barry, rent, sq.		770	54 00
	S. P. Franklin			262 45
	Richard Wallach			61 30

Statement—Continued.

	W. B. Todd - - - - - -		$77 90
	Selden, Withers & Co., int. - -		50 00
Nov'r	Geo. Watterston, note and int. - -		7 56
	R. Patton, int. on notes - - -		143 10
	Thomas Blagden, note and int. - -		210 70
Dec'ber	H. Pritchard - - - - -		15 00
1852.	S. Hein, rent Co. Survey - - -		100 00
January	H. Pritchard - - - - -		15 00
	Int. on Corporation of Wash'n stock -		156 00
	Thomas Blagden, note and int. - -		212 71
Febru'y	H. Pritchard, do. - -		15 00
	John Purdy, int. on loan - - -		18 30
	D. A. Hall, note and int. - - -		87 68
	Selden, Withers & Co., int. - - -		300 00
	R. Keyworth, by Gelston - - -		14 28
March	H. Pritchard - - - - -		10 00
	Jas. Moore, ground rent - - -	381	145 94
	Jas. Kearney, do. - - - -	225	72 00
	Chas. Lyons, do. - - - -	382	257 20
	Do. notes and int. - - -		318 47
	M. Shanks, rent sq. - - - -	379	303 45
	Do. sale of pt. lot 4, sq. -	379	267 81
	T. W. Jones, cash paym't lot 4, sq. -	770	10 00
	E. Law Rogers, note and int. - -		3,000 00
	J. Grinder, rent of old buildings - -	695	18 00
April 6	H. Gelston, rent lots 3 and 4, sq. - -	381	1,480 09
April	Of F. Little, sale one-sixth pt. lots 1 and 2, and all of 12, cash $75, (notes $100 and $125) - - - - - -		75 00
	Rich'd Barry, int. on Miss Baker's notes		20 58
	Ulys. Ward, notes and int., sq. - -	294	1,686 06
	J. N. Barker, account rent - - -		50 00
	Chubb Bro., int. - - - - - -		51 67
	H. Pritchard - - - - - -		10 00
	Chubb Bro., interest - - - -		14 00
April	Rec'd E. Law Rogers acc't, note & int.		500 00
	" Jas. Smith, do.		22 50
May	" U. Ward, int. on loan - - -		4 17
	" Wm. B. Todd, notes and int. -		1,410 96
	" H. Pritchard - - - -		10 00
	" T. W. Jones, note and int. - -		10 11
	" R. W. Latham, int. on loan -		48 33
	" A. Naylor, note and int. - -		26 06
	" S. Byington, " - -		67 66
	" H. Aukward, " - -		11 81

Statement—Continued.

	Rec'd A. Woodward, note and int. -			$26 85
	" Keithley, " - -			32 58
	" John Purdy, " - -			272 95
	" J. B. North, " - -			13 18
	" Jno. M. Broadhead " - -			72 20
	" Rich'd Barry, " - -			132 45
	" W. E. Howard, " - -			63 46
	" H. Gelston, " - -			274 96
	" H. Pritchard, " - -			10 00
	" Rich'd Barry, " - -			22 32
	" Stuck, " - -			204 78
	" Colquhon, " - -			14 19
	" Tr. Bank of Wash'n, int. on depo.			76 00
	" Geo. Bean - - - - -			41 79
July	" Proceeds of sale "brick capitol" -			736 00
	" J. Willie, int. on loan - - -			6 20
	" Wm. Marshall, note and int. -			78 85
	" Do. note and int. -			67 35
	" H. Pritchard, note and int. -			15 00
	" Int. on Corp'n of Wash'n stock -			75 00
	" Senator Broadhead, int. on loan -			17 79
	" Kelly, note and int. - - -			44 70
	" Kelly, note and int. - - -			91 91
	" J. H. Goddard, note and int. -			56 45
	" S. Hein, rent Co. Survey off., -	690		100 00
	" Combs Greenwell, note and int. -			24 45
	" R. W. Latham, int. on loan -			250 00
	" George Watterston, note and int. -			52 65
	" C. Doubleday, " -			98 13
	" A. Small, " -			88 07
	" L. N. Rogers, " -			1,193 58
	" H. McCormick, " -			155 93
	" A. Rothwell, " -			93 58
	" A. Small, " -			142 14
	" K. H. Lambell, " -			536 30
	" Davis & Garrett, " -			120 04
	" Rich'd Barry, " -			57 27
	" S. P. Franklin, " -			278 31
	Total amount of receipts - - -			$36,370 71

Expenditures from April 10, 1850, *to July* 13, 1852.

1850.	A. McIntyre, prem. ins., sq. - - - 381	$2 75
	Do. do. sq. - - - 690	13 50
	W. Redin, audr. fee - - - -	77 07
	Marbury & Hellen, legal advice - -	50 00
	A. McIntyre, prem. ins. - - - 381	1 75
	And. Rothwell, taxes - - - -	99 15
1851.	Jas. Fry, repairs, sq. - - - - 690	45 00
	John Hickey, sq. - - - - 690	18 50
	J. B. McGill, sq. - - - - - 690	6 00
	Redemption of lot 16, sq. - - - 689	65 39
	A. McIntire, prem. of ins. - - -	1 75
	Protest, Rogers - - - - -	1 75
	A. McIntire, prem. of ins. - - -	13 50
	Taxes - - - - - - -	16 34
	F. Y. Naylor - - - - -	8 85
	Protest, Law - - - - -	1 75
	Prem. of ins. comp'y - - - -	15 25
	Total expended to July 13, 1852 - -	$438 30
		71 88
		$510 18

Trustee's bond—Trustee's bond.

Know all men by these presents, that we, James Adams, Richard S. Coxe, and William Noyes, all of the county of Washington, D. C., are held and firmly bound unto the United States of America, in the full and just sum of twenty thousand dollars, lawful money of the United States, to be paid to the said United States, their certain attorney or assigns, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this thirtieth day of November, in the year eighteen hundred and forty-eight.

Whereas by a decretal order of the circuit court of the District of Columbia, in for the county of Washington, sitting in equity, made in a certain cause therein depending, wherein Joseph Edmund Law was complainant, and James Adams, ex'r of Thomas Law, Lloyd N. Rogers, administrator, &c., and others, were defendants, bearing date the 20th day of October, 1848, the said James Adams was appointed trustee to do and perform certain acts and things mentioned and set forth in said decretal order.

Now, the condition of the foregoing obligation is such, that if the

aforesaid James Adams, trustee as aforesaid, shall well and faithfully do, perform, and execute the trust aforesaid reposed in him by the aforesaid decretal order, or which may be reposed in him by and by means of any further order or decree of the said court in the said cause, then this obligation shall be void, or else remain in full force and virtue in law.

JAMES ADAMS, [SEAL.]
RICHARD S. COXE, [SEAL.]
WILLIAM NOYES. [SEAL.]

Sealed and delivered in presence of—
S. B. BOARMAN.

Approved by the court, December 5th, 1848.
Test: JOHN A. SMITH, *Clerk.*

And now at the same time came into court here Henry May, esq., in proper person, and filed therein the following exceptions, to wit:

Exceptions by H. May, administrator.

LAW
vs. } In equity.
LAW, &c.

Exceptions of Henry May, administrator of Edmund and Thomas Law, to the auditor's report and accounts filed on the 4th day of September, 1852, and his several other reports from October, 1848, to the above, in the cause above named.

This defendant excepts to the auditor's reports and accounts aforesaid,

1st. Because the said auditor has in and by his said accounts refused to distribute the fund in court in such manner as to prefer the claim of this defendant as administrator of Thomas and Edmund Law.

2d. Because the said auditor has in and by his said accounts allowed the claim of Lloyd Rogers, as administrator of Eliza Law, wife of Thomas Law.

3d. Because the said auditor has in and by his said accounts distributed the fund, or a portion of it, to the children of Lloyd Rogers as creditors of said Thomas Law in and by virtue of certain marriage settlements and other deeds under which they claim.

4th. Because the said auditor has not allowed the claim of this respondent as administrator aforesaid in full, or so stated the account as to allow his said claim to be paid in full.

HENRY MAY, *in proper person.*

And at the same time came into court here James Adams, executor of Thomas Law, deceased, by his solicitor, J. Hellen, esquire, and filed the following exceptions, to wit:

Circuit court for Washington county, in the District of Columbia.

LAW
vs. } In chancery.
LAW.

Exceptions of James Adams, executor of Thomas Law, deceased, to the auditor's reports and accounts filed on the fourth day of September, 1852, and his several other reports from October, 1848, to the above, in the cause above named.

This defendant, by his solicitor, J. Hellen, excepts to the auditor's reports and accounts aforesaid:

1st. Because the auditor has in and by his said reports and accounts, in conformity with the order of the court, distributed the moneys arising from the sales of the real estate that had been made by the said James Adams, as trustee in this cause, to the grandchildren of Thomas Law, deceased, as due to them under and by virtue of the marriage articles and the deeds of 1802.

2d. Because the said auditor has directed money to be paid to the children of Lloyd Rogers, as creditors on Thomas Law's general estate, for the purchase money of lots which Thomas Law, deceased, had sold in his lifetime.

3d. Because the said auditor has by his said account allowed the claim of Lloyd Rogers as administrator of Eliza Law, wife of Thomas Law.

J. HELLEN,
For JAMES ADAMS.

29th September, 1852.

Whereupon, further proceedings in said cause, by consent of the respective solicitors therein, and by order of the court, were continued until the third Monday of October next, being on the eighteenth day of the said month, in the year eighteen hundred and fifty-two; and on the twenty-sixth day of October, in the year eighteen hundred and fifty-two, in open court, Richard S. Coxe, solicitor for Rogers and others, directed the said exceptions to be set for hearing.

And on the eighteenth day of December, in the year eighteen hundred and fifty-two, during the said October term, the said court made and passed the following decree in the premises, to wit:

Final decree.

Circuit court of the District of Columbia, and county of Washington.

LAW
vs. } In chancery, October term, 1852.
LAW.

This cause having been set for hearing on the bill, answers, and exhibits, and having been fully considered by this court:

The following principles were thereupon settled or ruled and adjudicated by the court, and the auditor was, by an order of the 20th of October, 1848, directed to conform thereto.

1. That the defendants, Edmund Law and Eleanor A. Rogers, as grandchildren of Mr. Law and children of Mrs. Rogers, take under the words of the deeds of '96, 1800 and 1802.

2. That they have no specific lien on the property intended to be conveyed to Mr. Barry by the deed of '96, but that the property conveyed by the deeds of the 8th of May, 1800, and 14th July, 1802, was substituted by the former.

3. That so much of the property in the deed of '96 as was not included in those of 1800 and 1802 was property released by the trustee to Mr. Law.

4. That on Mr. Law's death, the grandchildren became entitled to the substituted property.

5. And the rents and profits received by Mr. Adams, the executor of Mr. Law, from the period of his death, of the property last referred to, not exceeding £600 sterling per annum, but to that amount with the interest thereon.

6. That the administrator of Mrs. Law is entitled to the arrears of the annuity of $1,500 from the 9th of August, 1804, to the death of Mrs. Law, with interest.

7. That such arrears are a lien on lots one and two, in square 689, and the part of lot 3, in square 690, and the buildings thereon, mentioned in the deed of 1804.

8. That if those lots are insufficient to satisfy such arrears, the said administrator is entitled to come in against the general estate of Mr. Law for the deficiency.

9. That Mr. Blain was entitled to one-sixth of the city property purchased by Mr. Law, except such as was purchased and improved by him on his individual account.

10. That the burthen of proof to show what was so purchased and improved, is on those who now claim under Mr. Law.

11. That Mr. Blane's representatives are entitled to one-sixth of the rents, profits and proceeds of such property received by Mr. Law, in his lifetime, and interest.

12. And to one-sixth of those received by his executor, Mr. Adams, since his death, and interest.

13. That the children of Mrs. Rogers became entitled, at the death of Mr. Law, under the covenant of 9th of August, 1804, to a provision out of his estate of equal value with the amount they received from their grandmother's estate, with interest since the death of Mr. Law.

14. That the legatees are entitled to be paid, with interest, after settling Mr. Law's debts, and his liabilities under the said settlements, deeds and declaration of trust.

And James Adams having, by an order of this court filed in the cause, been appointed a trustee to sell all the real and personal estate of Thomas Law, deceased, and the said trustee having, from time to

time, by his several reports filed in the cause, reported to this court that he had sold the same, as particularly designated by him in said reports, for the particular prices or sums of money therein specified, to the several persons therein named; all of which several reports have been by the orders of this court referred to William Redin, esq., the auditor of this court, to take and state accounts of the moneys produced by such sales with the allowances that might be made by him to the said trustee for the expenses, costs and charges incurred and expended by him in the execution of his trust, and also to audit, adjust and apportion the several amounts of the proceeds of such sales as would be due to the respective parties in this cause, interested therein, in conformity with the above mentioned ruling of this court, and in accordance with the directions of this court to the auditor, contained in its previous order of the 20th October, 1848. And the said auditor having, by his six several reports filed as follows:

No. 1, on the 4th of October, 1848,
No. 2, on the 21st of November, 1848,
No. 3, on the 10th of February, 1849,
No. 4, on the 21st of August, 1849,
No. 5, on the 8th of February, 1850,
No. 6, on the 4th September, 1852,

Stated such accounts with the amounts due to the several parties, as settled by the aforesaid principles contained in the ruling of the court, and having more particularly and fully, by his said sixth report, reported that James Adams, the trustee, had completed the sales, and had reported the amount of money arising therefrom, and that there is due, agreeably to the aforesaid ruling of the court, by its order of 20th October, 1848, to the several parties herein after named, the whole sum remaining after the payment of expenses being $61,590 12, as follows, to wit:

To Blane's representatives - -	$15,169 18
To the heirs or grandchildren -	32,391 08
To Mr. Law's administrator - -	13,044 97
To the bishop of Bath and Wells	922 10
To R. Wallach - - - - - -	6 93

And exceptions having been filed on the 30th September, 1852, to the said auditor's reports and accounts, by James Adams, the executor of Thomas Law, deceased, a defendant to this suit, and also by Henry May, administrator of Edmund and Thomas Law, a defendant in this cause, and the same coming on to be heard:

It is thereupon ordered, adjudged and decreed by this court, on this 18th day of December, in the year 1852, that the said exceptions are hereby overruled, and that the said auditor's reports, marked and filed as above specified in this cause, be, and the same are hereby, ratified and confirmed: And it is hereby further ordered, adjudged and decreed by this court, that James Adams, the trustee in this cause, pay unto the above named parties, or their respective solicitors, entered of

record in this cause, the said several sums of money above specified, and reported by the auditor in his said sixth report to be due to them respectively, upon the principles heretofore embraced in the order of this court of the 20th October, 1848.

By order of the court.

Test: JNO. A. SMITH, *Clerk.*

Appeal.

And thereupon, the said defendants, by their solicitor aforesaid, prays in open court an appeal from the decree aforesaid made by the court in the premises, to the Supreme Court of the United States, and to them it is granted: whereupon, he files in court here the following appeal bond, to wit:

Appeal bond.

Know all men by these presents, that we, James Adams, Silvester B. Boarman, and George W. Venable, are held and firmly bound unto Lloyd N. Rogers, Edmund L. Rogers, and Eleanor A. Rogers, in the full and just sum of two hundred dollars current money of the United States; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the first day of December, in the year eighteen hundred and fifty-three.

Whereas lately, at a circuit court of the District of Columbia, sitting as a court of equity for Washington county, in a cause wherein Joseph E. Law, by his next friend Mary Robinson, was complainant, and James Adams, executor of Thomas Law, deceased, and Henry May, administrator of Edmund and Thomas Law, and others, were defendants, a decree was rendered against the said defendants, and they having entered an appeal to the Supreme Court of the United States:

Now the condition of the above obligation is such, that if the said James Adams and Henry May shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

JAS. ADAMS, [SEAL.]
S. B. BOARMAN, [SEAL.]
G. W. VENABLE. [SEAL.]

Signed, sealed, and delivered in presence of—
W. REDIN.

Approved: JAS. S. MORSELL,
Assistant judge, &c.

9th December, 1853.

Test: JNO. A. SMITH, *Clerk.*

DISTRICT OF COLUMBIA,
Washington county, to wit:

I, John A. Smith, clerk of the circuit court of the District of Columbia for the county of Washington, hereby certify, that the aforegoing bills, answers, exhibits, and all other proceedings hereinbefore transcribed, are truly copied from the proceedings had by the said court in the equity case of Joseph E. Law, by his next friend Mary Robinson, complainant, vs. James Adams, executor of Thos. Law, Thomas Law and others, defendants.

In testimony whereof, I have hereto subscribed my name, and affixed the seal of said court, this 9th day of December, eighteen hundred and fifty-three.
[L. S.]

JOHN A. SMITH, *Cl'k.*